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*Attorneys for Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	
	:	Chapter 11
SEARS HOLDINGS CORPORATION, <i>et al.</i> ,	:	
	:	Case No. 18-23538 (RDD)
	:	
Debtors. ¹	:	(Jointly Administered)
-----	x	

**DECLARATION OF WILLIAM GALLAGHER IN SUPPORT OF ASSIGNMENT
OF UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

Pursuant to 28 U.S.C. § 1746, I, William “Bill” C. Gallagher, hereby declare as follows:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); SR – Rover de Puerto Rico, LLC (f/k/a Sears, Roebuck de Puerto Rico, Inc.) (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Rover Brands Business Unit, LLC (f/k/a Sears Brands Management Corporation) (5365); and SRe Holding Corporation (4816). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

1. I submit this declaration in support of the *Notice of Assignment of Unexpired Leases of Nonresidential Real Property* (ECF No. 4763) (the “**Assignment Notice**”).²

2. I am a Managing Director of M-III Partners, LP (“**M-III**”), the financial advisor to Sears Holdings Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”).

3. I began my tenure at M-III in October 2018 and immediately thereafter began working for and on behalf of the Debtors. Over the last ten months, I have gained an extensive knowledge of the companies’ real-estate assets. Specifically, I have worked to manage and monetize the companies’ real estate assets in connection with these chapter 11 cases. Inclusive of my time at M-III, I have almost forty years of experience in the financial industry, principally in the arenas of credit risk management, real-estate financing, mergers and acquisitions, and financial advisory services. I have approximately ten years of experience in restructuring, having been retained by a large real-estate finance company in 2009 to manage the restructuring of the company’s assets. Furthermore, I was intimately involved with the negotiations and decision to assume and subsequently assign the Debtors’ leased premises located at 5525 S. Soto Street, Vernon, CA 90058 (the “**Warehouse**,” and such lease, the “**Warehouse Lease**”) and 2700 Fruitland Ave, Vernon, CA 90058 (the “**Parking Lot Lease**”, and together with the Warehouse Lease, the “**Vernon Leases**”) to Henry Shahery (the “**Buyer**”).

4. Except as otherwise indicated, all statements in this Declaration are based on my personal knowledge of the Debtors’ operations and finances gleaned during the course of my engagement with the Debtors, my discussions with the Debtors’ senior management, other

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *Motion of Debtors for Authority to Assume Unexpired Leases of Nonresidential Real Property* (ECF No. 3033) (the “**Assumption Motion**”).

members of the M-III team, and the Debtors' other advisors, and my review of relevant documents and/or my opinion based upon my experience. If called to testify, I could and would testify to each of the facts set forth herein based on such personal knowledge, discussions, review of documents, and/or opinion.

Adequate Assurance of Future Performance

5. In accordance with chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") and the *Order Pursuant to Sections 365(a) and 365(f) of the Bankruptcy Code Authorizing the Debtors to Assume Unexpired Leases of Nonresidential Real Property* (ECF No. 3314) (the "**Assumption Order**"), the Buyer provided to the Debtors information regarding adequate assurance of its future performance under the applicable Vernon Leases (such information, the "**Adequate Assurance Information**") for dissemination to the applicable counterparties to the Vernon Leases (the "**Vernon Counterparties**"). The Buyer's Adequate Assurance Information contained information supporting its ability to comply with the requirements of section 365(f)(2) of the Bankruptcy Code, including the Buyer's operational and/or financial wherewithal to comply with its obligations under the Vernon Leases.

6. The Buyer currently subleases the properties from the Debtors under the Vernon Leases for aggregate rental payments of \$1,920,000.00 per year. If the Court approves the assignment of the Vernon Leases to the Buyer, the Buyer's annual monetary obligations under the Vernon Leases would be \$300,000.00 in rent, \$400,000.00 in real estate taxes, and \$75,000.00 to \$100,000.00 in insurance costs, or approximately \$800,000.00 in the aggregate. As a result, the Buyer would have a net decrease in rent obligations under the Vernon Leases of approximately \$1,100,000.00. Accordingly, I believe that, in light of the Buyer's past track record with the Debtors in making timely payments of the significantly higher rent required

under the Subleases, the Buyer will be able to satisfy his obligations under the Vernon Leases upon assignment.

7. The Adequate Assurance Information provided to the applicable Vernon Counterparty included the following:

- i. A bank letter from Comerica Wealth Management (“**Comerica**”) showing that the Buyer has access to liquid funds in the amount of \$25,000,000.00, including a \$15,000,000.00 line of credit, a copy of which is attached hereto as **Exhibit A**;
- ii. A bank letter from Comerica showing the Buyer’s liquidity in excess of \$18,400,000.00 and access to a line of credit, “in the low 8 figures,” a copy of which is attached hereto as **Exhibit B**;
- iii. A letter from Comerica offering to provide an irrevocable letter of credit covering the total amount of monthly rent due under the Warehouse Lease for one year, a copy of which is attached hereto as **Exhibit C**;
- iv. The Lease Sale Agreement between the Debtors and the Buyer, which sets forth the Buyer’s responsibilities upon assignment, a copy of which is attached hereto as **Exhibit D**;
- v. Information regarding bids received for the roof replacement project and work already performed on the roof for the Warehouse, copies of which are attached hereto as **Exhibit E**;
- vi. Certificates of insurance procured by the Debtors and the Buyer, which name the Parking Lot Landlord as an additional insured, copies of which are attached hereto as **Exhibit F**; and
- vii. An offer by the Buyer to provide a security deposit of one year’s rent to the Parking Lot Landlord, a copy of which is attached hereto as **Exhibit G**.

Furthermore, the Buyer has responded to numerous inquiries regarding his intentions with regard to the property and his ability to perform under the applicable Vernon Lease. Copies of those emails are attached hereto as **Exhibit H**. In Addition, the Buyer’s payment history as sub-tenant under the Vernon Leases, is attached hereto as **Exhibit I**. I believe that the Adequate Assurance

Information substantiates my opinion that the Buyer will be able to satisfy all of his obligations under the Vernon Leases.

8. It has come to my attention that the cure amounts as set forth in the Assumption Motion and the Assumption Order were incorrect. I have determined that the Debtors mistakenly included one month's rent under the Warehouse Lease and the Parking Lot Lease as the cure amount for the Parking Lot Lease. All past due amounts due under the Vernon Leases have been paid.

Conclusion

9. For the reasons set forth herein and in the Adequate Assurance Information, I believe that assignment of the Vernon Leases should be approved.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: August 20, 2019
New York, New York

/s/ William C. Gallagher
William C. Gallagher
Managing Partner
M-III Advisory Partners, LP

Exhibit A

Comerica

Wealth Management

August 1, 2019

Regarding: Henry Shahery

This letter shall serve as verification that as of this date Mr. Henry Shahery currently has immediate access to liquid funds in the amount of \$25,000,000 which includes a \$15,000,000 line of credit with us. He has handled all of his credit transactions at Comerica Bank as agreed; keeping all of his obligations to Comerica Bank and making all payments promptly. Mr. Shahery has been a valued client of Comerica Bank since July 2003 and has been a valued client of mine for over twenty years.

Please feel free to contact me at 310.712.6743 if you have any questions or require additional information.

Sincerely,

A handwritten signature in dark ink, appearing to read 'D. Gavin Perdue', is written over a faint, circular, scribbled background.

D. Gavin Perdue
Group Manager

Exhibit B

Comerica

Wealth Management

August 15, 2019

Re: Henry Shahery

To Whom It May Concern:

Based on a banking relationship that has spanned for more than twenty years, Mr. Shahery is an individual who meets all of his financial obligations in a timely manner. We have verified statements and can confirm that Mr. Shahery \$18,410,700 in liquidity Comerica Bank 8000xxx7448. In addition, he has access to a line of credit with availability in the low 8 figures.

Mr. Shahery has been and remains to be a valued client of Comerica Bank. If you have any questions, please feel free to call me directly at 310-712-6751.

Sincerely,



Sonja Cochran
Vice President
Relationship Manager

Comerica

Wealth Management

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CURRENT LEDGER BAL	18,410,700.90	CURRENT COLL BAL	18,410,700.90
AMT OF PLEDGED RST	.00	DATE LEDGER OVERDRAWN	
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LAST TRANSACTION CODE	01655	LAST OVERDRAFT ACTION	0
LAST DR/CR TRAN CODE	01655	DATE LAST TRANSACTION	119/08/14
AMT OF LAST DEPOSIT	4,800,000.00	DATE OF LAST DEBIT/CREDIT	119/08/14
AMT OF LAST DIR DEP	4,800,000.00	LAST DR/CR TRAN AMT	4,800,000.00
AMT OF LST WITHDRAW	50,000.00	DATE OF LAST DEPOSIT	119/08/14
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DATE OF DORMANCY		DATE OF LAST DIR WITHDRAWAL	
DATE OF ESCHHEAT		TRANSACTION POST SEQUENCE	0
INVESTMENT BALANCE	.00	DATE LAST PROCESSED IN BATCH	119/08/14
PRESENTMENT AMOUNT	.00	DATE OF PRESENTMENT AMOUNT	

PF: 6-INQ 9-NXT

S1/A Ready (1) 10.20.130.112 TCP11173 12.56.37 8/15/2019 NUM 00.00.109 04.036

August 15, 2019

Verified by:



Sonja Cochran, VP Relationship Manager

Exhibit C

Comerica

Wealth Management

August 15, 2019

Re: LEASE 5525 S. Soto Street, Vernon, California

To Whom it May Concern:

Comerica Bank has had the opportunity to review the master lease between Sears and 5525 S. Soto St. Associates ("Landlord"), for the property located at 5525 S. Soto Street, Vernon, California (the "Lease"). Comerica Bank is willing to provide an irrevocable letter of credit for the total amount of the monthly rent due for twelve (12) months subject to language acceptable to Bank. The letter of credit will be renewed annually for the term of the lease and all option terms subject to the Bank's standard underwriting procedures as required by law.

If you have any questions regarding the above please do not hesitate to call me at 310-712-6751.

Sincerely,



Sonja Cochran
Vice President
Relationship Manager

Comerica Wealth Management

MC 4696, 2000 Avenue of the Stars, Suite 210, Los Angeles, CA 90067 • comerica.com

Exhibit D

LEASE SALE AGREEMENT

Vernon, CA , S #68738

THIS LEASE SALE AGREEMENT ("**Contract**") is made as of July 25, 2019 (the "**Effective Date**"), by and between **SEARS, ROEBUCK AND CO.**, a New York corporation and INNOVEL SOLUTIONS, INC., a Delaware corporation (collectively "**Seller**" or "**Tenant**") and **Henry Shahery or his assignee**, ("**Purchaser**"; Seller and Purchaser are also collectively referred to in this Contract as the "**Parties**" and individually referred to in this Contract as a "**Party**"). Seller and Purchaser agree as follows:

1. **PURCHASE AND SALE**

Seller is (i) the tenant under those certain leases for a warehouse and adjacent parking lot which is designated in Seller's accounting system as CA# S68738 more specifically described on the respective leases **Exhibits "A-1"** (the Warehouse) and "A-2" (the Parking Lot) attached hereto and made a part hereof (together with any amendments, modifications, extensions and renewals, the "**Primary Leases**"), with respect to all or a portion of certain real property (the "**Leased Premises**"), which real property is more particularly described in **Exhibits "B-1"** and B-2 attached hereto and made a part hereof (the "**Property**"); and (ii) sublandlords under those certain Subleasees, more specifically described on **Exhibits "C-1 and C-2"** attached hereto and made a part hereof (together with any amendments, modifications, extensions and renewals, the "**Subleases**", and together with the Primary Lease, collectively, the "**Leases**"). Subject to the terms and conditions set forth in this Contract, Seller agrees to sell, assign, convey and transfer all of its rights, title and interests as tenant under the Lease to Purchaser and Purchaser agrees to purchase and accept such assignment and assume all rights, title, interests and obligations of Tenant under the Lease at the Purchase Price set forth in **Section 2** of this Contract. On the Closing Date set forth in **Section 9** of this Contract, Seller shall cause the Lease to be assigned to Purchaser.

2. **PURCHASE PRICE**

- (a) **Purchase Price.** The consideration for the assignment of the Lease shall be Five Million Two Hundred Fifty Thousand and No/100 Dollars (\$5,250,000.00) (the "**Purchase Price**") and payable by Purchaser in United States dollars in good and certifiable funds at Closing.
- (b) **Options Consideration.** Purchaser tenders to Seller and Seller acknowledges receipt of the sum of \$100.00 as independent and non-refundable contract consideration for any options granted in this Contract. This independent consideration is in addition to any other deposits made under this Contract, is earned by Seller upon its execution of this Contract, and will not be credited against the Purchase Price.

3. **EARNEST MONEY DEPOSIT**

Within two (2) business days of the Effective Date, Purchaser shall deposit with Chicago Title Insurance Company, 10 South LaSalle Street, Suite 3100, Chicago, Illinois 60603

Attention: Cheri L. Sutton, Telephone: (312) 223-2958, Fax: (312) 223-5801, Email: Cheri.Sutton@ctt.com ("**Escrow Agent**") the sum of One Million and No/100 Dollars (\$1,000,000.00) United States dollars (the "**Earnest Money Deposit**") by means of a certified check, cashier's check or wire transfer, to be held by the Escrow Agent in an interest bearing account in accordance with the terms of the strict joint order escrow instructions executed by the Parties attached hereto as **Exhibit "D"** and incorporated into this Contract by this reference (the "**Earnest Money Escrow Instructions**") and also the terms and conditions of this Contract. Any escrow fees as set forth in the Earnest Money Escrow Instructions will be paid by Purchaser. Purchaser may elect to direct the Escrow Agent to invest the Earnest Money Deposit on its behalf in compliance with the Escrow Agent's standard investment instructions, and Purchaser agrees that it shall be solely responsible for any investment fees charged by the Escrow Agent. Subject to the terms and conditions as otherwise set forth in this Contract, any and all interest accrued on the Earnest Money Deposit shall be paid to Purchaser at Closing. The Earnest Money Deposit shall be credited against the Purchase Price at the time of Closing, and Purchaser agrees to pay or satisfy the balance of the Purchase Price, plus or minus prorations, no later than 11:00 am (Chicago time) on the Closing Date, by wire transfer of immediately available funds. If Purchaser shall fail to deposit the Earnest Money Deposit within the time period provided for above, Seller may at any time prior to the deposit of the Earnest Money Deposit, terminate this Contract, in which case this Contract shall be null and void ab initio and neither Party shall have any further rights or obligations to the other hereunder, except as otherwise expressly set forth in this Contract.

4. **INTENTIONALLY OMITTED.**

5. **PRORATIONS AND EXPENSES**

- (a) **Prorations.** Rent payable under the Primary Leases and Rent received by Seller under the Subleases, any funds remaining in the construction escrow maintained by Seller, any security deposits paid to Seller under the Subleases and which are in the possession of Seller, and all taxes including state property taxes and City of Vernon Parcel Taxes shall be apportioned *pro rata* on a per diem basis as of the Closing Date. Other than rent, there will be no prorations between Seller and Purchaser on the Closing Date, and no post-assignment reconciliations or adjustments of any kind shall occur. Purchaser shall receive the benefits and burdens for all adjustments under the Lease that occur after the Closing Date (regardless of the period in question that is subject to the adjustment), including year-end adjustments for taxes, fees, any common area maintenance charges, and percentage rent for calendar year 2018 and thereafter and Purchaser shall fully indemnify and hold harmless Seller with respect thereto.
- (b) **Closing-related Costs.** At Closing, Purchaser shall pay the cost of the Closing Escrow. Except as otherwise provided for in this Contract, the Parties shall each be solely responsible for the fees and disbursements of their respective counsel and

other professional advisors. The obligations under this Section 5 shall survive the Closing.

6. ASSIGNMENT AND ASSUMPTION

As of the Closing Date, pursuant to sections 363 and 365 of the Bankruptcy Code and in accordance with the Approval Order, Tenant shall grant, transfer and assign to Purchaser, without representation or warranty of any kind, all of its right, title, and interest in and to the Leases. On and after the Closing Date, Purchaser shall assume all of the covenants, agreements, and obligations of Tenant as tenant and Sub-Landlord under the Leases. In further consideration of the above assignment, Purchaser hereby agrees that it shall, as of the Closing Date: (a) perform all of the covenants, conditions and agreements of the Leases (including making all payments) as if Purchaser were the original tenant under the Lease and (b) that the Leases shall remain in full force and effect. As of the Closing Date, Seller shall have no further liabilities or obligations with respect to the Leases, including, but not limited to, obligations related to rents, utilities, taxes, insurance and common area maintenance, regardless of when due and payable, and Seller shall be released from all such obligations and Purchaser shall fully indemnify and hold harmless Seller with respect thereto. The provisions of this Section 6 shall survive the Closing.

7. FREE AND CLEAR OF ALL LIENS

Subject to and in accordance with the Approval Order, Seller shall convey its rights and interests under the Lease to Purchaser free and clear of all liens, claims, interests, or encumbrances (collectively, "Liens"), if any, with any such Liens attaching to the proceeds paid to Seller.

8. CONDITIONS TO CLOSING

- (a) **Conditions to Seller's Obligation to Close.** In addition to any other conditions and/or contingencies set forth in this Contract, Seller's obligation to close the transactions contemplated by this Contract is subject to each and all of the following conditions precedent (or express written waiver thereof by Seller):
- (i) All of Purchaser's representations and warranties contained in this Contract shall be true and correct as of the Closing in all material respects; and
 - (ii) All obligations of Purchaser that were to have been performed on or before the Closing Date have been timely and duly performed in all material respects.
- (b) **Conditions to Purchaser's Obligation to Close.** In addition to any other conditions and/or contingencies set forth in this Contract, Purchaser's obligation to close the transactions contemplated by this Contract is subject to each and all of the following conditions precedent (or express written waiver thereof by Purchaser):

- (i) All of Seller's representations contained in this Contract shall be true and correct as of the Closing in all material respects; and
 - (ii) All obligations of Seller that were to have been performed on or before the Closing Date have been timely and duly performed in all material respects including without limitation the payment of all amounts due under the Primary Leases and the payment of all taxes of any kind due up to and including the Closing Date.
- (c) **Conditions to Closing of Both Parties:** In addition to any other conditions and/or contingencies set forth in this Contract, the Parties' obligation to close on the transactions contemplated by this Contract is subject to entry by the Bankruptcy Court of an order, in form and substance acceptable to Seller, in its sole discretion, that authorizes Seller to assume the Lease and assign it to the Purchaser in accordance with section 365 of the Bankruptcy Code (the "**Approval Order**"). The Approval Order shall provide that the provisions of the Leases are assigned to Purchaser, including without limitation, any options to renew the Leases.

9. **CLOSING**

- (a) **Closing Date.** Provided all conditions and/or contingencies to Closing described in this Contract have been fulfilled or waived, the Closing (the "**Closing**") shall take place at the office of the Escrow Agent within two (2) business days of entry of the Approval Order, or such later date as reasonably requested by Seller (the "**Closing Date**").
- (b) **Seller Closing Deliverables.** On or before the Closing Date, Seller shall deliver or use commercially reasonable efforts to cause to be delivered to the Escrow Agent the following Closing documents:
- (i) An Assignment and Assumption of Lease (the "**Assignment and Assumption**") in the form attached hereto as **Exhibit "E"**;
 - (ii) A FIRPTA Affidavit in customary form duly executed by Seller;
 - (iii) A file-stamped copy of the Approval Order; and
 - (iv) Notice to both landlords in the form attached hereto as **Exhibit "F"** (the "**Landlord Notice**").
- (c) **Purchaser Closing Deliverables.** No later than 11:00 am (Chicago time) on the Closing Date, Purchaser shall deliver or cause to be delivered to the Escrow Agent the following for Closing:
- (i) The full amount of the Purchase Price, as adjusted by prorations and credits, in immediately available federal funds wire transferred to Escrow Agent's

account and deliver to Escrow Agent instructions to immediately release the full amount to Seller;

- (ii) A fully executed counterpart of the Assignment and Assumption; and
- (iii) An executed copy of all such other documents, certificates, instruments, affidavits and transfer tax returns as may be required in the State to record the Assignment and Assumption and effectuate the transactions contemplated herein.
- (d) On or before the Closing Date, Seller and Purchaser shall jointly execute and deliver or cause to be executed and delivered a closing proration statement and State, county and municipal transfer tax declarations, in each case duly approved by Seller and Purchaser, which approval by both parties shall not be unreasonably withheld or conditioned, and all other documents required by the Escrow Agent in order to consummate the Closing as contemplated in this Contract.

10. CLOSING ESCROW

The Closing shall take place through a deed and money escrow at the Escrow Agent in accordance with the standard deed and money escrow agreement utilized by the Escrow Agent ("**Closing Escrow**") to be opened with the Escrow Agent on or before the Closing Date, with such special provisions inserted in the Closing Escrow as may be required to conform to this Contract; provided, however, in the event of a conflict between the terms of this Contract and the Closing Escrow, the terms of this Contract shall control. All documents required to be provided by Purchaser and Seller pursuant to this Contract and otherwise appropriate to consummate the transactions contemplated by this Contract shall be delivered to the Escrow Agent, as closing agent, on or before Closing. Notwithstanding the foregoing, the Parties agree that the Closing may be set up remotely and/or in a manner so that the Parties and their respective attorneys, or any of them, need not be physically present and may deliver all necessary documents by overnight mail or other means, in which event the Parties agree to complete all arrangements for Closing not later than the Closing Date so that all requirements, with the exception of the Purchase Price, for Closing are in place by the scheduled time for the Closing.

11. DUE DILIGENCE PERIOD

- (a) **Access.** Purchaser is presently in possession of the Property as the Subtenant under the Subleases.
- (b) **Due Diligence Period.** Purchaser shall not have a Due Diligence Period.
- (c) **Survival of Purchaser's Obligations.** Notwithstanding anything to the contrary herein, any and all obligations, commitments, and indemnifications by Purchaser and the Purchaser Entities specified in this Section 11 and otherwise set forth in the Access Agreement shall survive the expiration or termination of this Contract (and

the Access Agreement) and the delivery of the Deed without the further need to document such agreement.

- (d) All of Seller's service contracts on the Property are national contracts and will not be assigned to or assumed by Purchaser, and Seller will cause the Property to be released from such service contracts on or prior to the Closing Date.
- (e) Purchaser acknowledges that, prior to the Effective Date, Seller has provided Purchaser with electronic access to the "Potential Purchaser Diligence Documents" in Seller's electronic online data room for the Property (as the same may be updated from time-to-time). Such electronic access to the "Potential Purchaser Diligence Documents" as provided herein shall be deemed to satisfy any and all notice requirements as set forth in Section 16 hereof.

In the event this Contract is terminated, all materials provided by or on behalf of Seller to Purchaser (the "**Due Diligence Materials**") shall be promptly returned by Purchaser to Seller at no cost to Seller. SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING (i) THE TRUTH, ACCURACY OR COMPLETENESS OF ANY OF THE DUE DILIGENCE MATERIALS, (ii) THE QUALIFICATIONS OF THE PERSONS PREPARING THE SAME, (iii) ANY DATA OR INFORMATION DELIVERED BY SELLER OR THE SOURCES THEREOF, (iv) WHETHER ANY OF THE DUE DILIGENCE MATERIALS REPRESENT ALL OF THE NECESSARY OR RELEVANT INFORMATION RELATING TO THE PROPERTY, OR (v) THE ENFORCEABILITY OR VALIDITY OF ANY OF THE DUE DILIGENCE MATERIALS. PURCHASER ACKNOWLEDGES AND AGREES THAT THE DUE DILIGENCE MATERIALS ARE PROVIDED TO PURCHASER AS A CONVENIENCE ONLY AND THAT ANY RELIANCE ON OR USE OF THE DUE DILIGENCE MATERIALS SHALL BE AT THE SOLE RISK OF PURCHASER AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF SELLER OR THE INDEMNIFIED PARTIES, AND PURCHASER SHALL NOT HAVE ANY RIGHT TO RELY ON ANY SUCH DUE DILIGENCE MATERIALS, BUT RATHER WILL RELY ON ITS OWN DUE DILIGENCE, INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AND ANY REPORTS COMMISSIONED BY PURCHASER WITH RESPECT THERETO. NEITHER SELLER, NOR ANY AFFILIATE OF SELLER, NOR THE PERSON OR ENTITY WHICH PREPARED ANY OF THE DUE DILIGENCE MATERIALS SHALL HAVE ANY LIABILITY TO PURCHASER FOR ANY INACCURACY, OR OMISSION, IN ANY OF THE DUE DILIGENCE MATERIALS. THE FAILURE TO DELIVER ANY REPORT, FINDINGS, RESULTS, FACTS, INFORMATION, OR DUE DILIGENCE MATERIALS SHALL NOT BE ACTIONABLE BY PURCHASER AND SELLER SHALL HAVE NO LIABILITY IN CONNECTION THEREWITH. PURCHASER ACKNOWLEDGES THAT THE DUE DILIGENCE MATERIALS PROVIDED BY SELLER MAY NOT NECESSARILY REPRESENT ALL OF THE DOCUMENTATION AND INFORMATION IN EXISTENCE (OR IN SELLER'S POSSESSION OR CONTROL) WITH

RESPECT TO THE PROPERTY, BUT, RATHER, REPRESENTS DOCUMENTATION MADE AVAILABLE BY SELLER AS A CONVENIENCE FOR PURCHASER. PURCHASER ACKNOWLEDGES AND AGREES THAT THE DUE DILIGENCE MATERIALS MAY HAVE BEEN OBTAINED BY SELLER FROM A VARIETY OF SOURCES, AND THAT SELLER HAS NOT MADE (AND IS UNDER NO DUTY TO MAKE) ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF ANY DUE DILIGENCE MATERIALS. PURCHASER WAIVES, RELEASES AND FORFEITS ANY AND ALL CLAIMS OF ANY KIND WHATSOEVER AGAINST SELLER, THE INDEMNIFIED PARTIES, OR THIRD PARTIES ARISING OUT OF PURCHASER'S USE OF THE DUE DILIGENCE MATERIALS. THIS SECTION 11(f) SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS CONTRACT.

12. **REPRESENTATIONS AND WARRANTIES**

- (a) **Seller Representations.** Seller represents to Purchaser that as of the date hereof and as of the Closing Date:
 - (i) Subject to Section 8(c) of this Contract, Seller has, or will have by the Closing Date, full capacity, right, power and authority to execute, deliver and perform this Contract and all documents to be executed by Seller pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Contract and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto, subject to Section 8(c) of this Contract.
- (b) **Purchaser Representations.** Purchaser represents and warrants to Seller that as of the date hereof and as of the Closing Date:
 - (i) Purchaser has full capacity, right, power and authority to execute, deliver and perform this Contract and all documents to be executed by Purchaser pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. Neither the execution of this Contract nor the performance of Purchaser's obligations hereunder will conflict with, or with or without notice or the passage of time or both, result in a breach of, violate any term or provision of, or constitute a default under any of Purchaser's organizational documents. The individuals signing this Contract and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

- (ii) Purchaser is not in default under any agreement or instrument where the liability thereunder might adversely affect Purchaser's ability to perform its obligations under this Contract.
- (iii) This Contract and all documents required hereby to be executed by Purchaser hereunder are and shall be valid, legally binding obligations of and enforceable against Purchaser in accordance with their terms.
- (iv) As of the Closing Date, Purchaser shall not have commenced, within the meaning of Title 11 of the United States Code, or any similar state law for the relief of debtors ("**Bankruptcy Law**") a voluntary case, nor shall there have been commenced against Purchaser an involuntary case, nor shall Purchaser have consented to the appointment of a receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law (a "**Custodian**") of it or for all or any part of its property, nor shall a court of competent jurisdiction have entered an order or decree under any Bankruptcy Law that is for relief against Purchaser in an involuntary case or appoints a Custodian of Purchaser for all or any part of its property.

The continued validity in all material respects of all representations and warranties of Seller and all representations and warranties of Purchaser set forth in this Contract shall be conditions precedent to the performance of Seller's and Purchaser's respective obligations hereunder. All representations and warranties of Seller and all representations and warranties of Purchaser set forth in this Contract shall be continuing and shall be true and correct on and as of the Closing Date in all material respects with the same force and effect as if made at that time. Further, all representations and warranties of Seller and all representations and warranties of Purchaser set forth in this Section 12 shall merge with the transfer of title and shall not survive Closing. If the Closing takes place, Seller shall have no liability with respect to any claim which Purchaser may have against Seller for a breach of any such representation or warranty, whether such breach is known or unknown.

13. **AS IS/NO WARRANTIES**

- (a) **As-Is Condition.** Purchaser acknowledges that it has fully inspected or waived the right to inspect the Leased Premises prior to the execution of this Contract and does hereby assume all of the risks, including, but not limited to, latent defects in the Leased Premises. Seller shall deliver the Leased Premises in "broom-clean" condition, but shall not be obligated to do any work or alter, restore, repair or develop the Leased Premises, and has no obligation to remove its exterior signs, inventory, trade fixtures, equipment and other personal property (the "**Personal Property**"). Any Personal Property left in the Leased Premises after the Closing Date shall be deemed abandoned by Seller and Seller shall have no liability with respect thereto and Purchaser may dispose of and/or demolish any such Personal Property, without compensation to Seller; in this regard, Seller hereby waives any statutory or common law rights that would prevent Purchaser from demolishing or removing any such Personal Property from the Leased Premises after the Closing

Date. Any work (including demolition) which may be necessary to adapt the Leased Premises for Purchaser's occupancy or for the operation of Purchaser's business therein shall be the sole responsibility of Purchaser and shall be performed by Purchaser at its sole cost and expense, in accordance with the terms of the Lease. Purchaser expressly acknowledges that Purchaser taking assignment of the Lease in an "AS IS" "WHERE IS" "WITH ALL FAULTS CONDITION" with regard to all aspects of the Property without warranty or representation of any kind by Seller or any of Seller's managers, members, officers, directors, employees, partners, agents, representatives, beneficiaries, attorneys, subsidiaries, Affiliates, contractors subcontractors, successors and assigns (the "**Indemnified Parties**"), including specifically and without limitation, any warranty or representation as to the presence or absence of any Hazardous Materials. As used in this Contract, the term "**Hazardous Material(s)**" shall mean asbestos, petroleum, polychlorinated biphenyl and any other materials defined as a hazardous substance, hazardous waste, hazardous constituents or solid waste in (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq., and any amendments thereto and regulations thereunder, (b) the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., and any amendments thereto and regulations thereunder, (c) Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq. (33 U.S.C. §1321), and (d) any federal, state or local law, statute, ordinance or regulation. Purchaser, hereby agrees to release, defend, hold harmless and indemnify Seller and the Indemnified Parties with regard to any demand, claim, liability, loss or damage, including reasonable attorneys' fees and costs, arising from (x) any Hazardous Materials currently located or which come to be located upon the Property or the release of any Hazardous Materials into, from or through the Property (except to the extent the presence or release thereof was directly caused by the affirmative acts of Seller, its employees, agents or contractors from and after the Effective Date) or (y) any Hazardous Materials which have migrated, leached, or traveled onto or off of the Property, from any source.

- (b) **No Warranties, Representations.** Purchaser warrants, acknowledges to, and agrees with Seller that Purchaser is accepting assignment of the Lease in "AS IS" "WHERE IS" "WITH ALL FAULTS CONDITION", and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from, or on behalf of, Seller. Purchaser acknowledges that Purchaser's agreement hereunder to accept assignment of the Lease in its "AS IS" "WHERE IS" "WITH ALL FAULTS CONDITION" was bargained for in the Purchase Price. Without in any way limiting the generality of the immediately preceding sentences, Purchaser and Seller further acknowledge and agree that in entering into this Contract and closing the transactions hereunder, except as otherwise provided for in the representations and warranties in Section 12 of this Contract:

SELLER MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT

TO: ANY MATTER RELATED TO THE LEASE OR THE LEASED PREMISES (INCLUDING, WITHOUT LIMITATION, INCOME TO BE DERIVED FROM OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE LEASED PREMISES; THE PHYSICAL CONDITION OF THE LEASED PREMISES; THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS IN, ON OR ABOUT THE LEASED PREMISES OR ANY OTHER MATTER RELATED TO THE ENVIRONMENTAL CONDITION OF THE LEASED PREMISES; THE ZONING OF THE LEASED PREMISES; THE POSSIBILITY OF DEVELOPING OR USING THE LEASED PREMISES IN THE MANNER CONTEMPLATED BY PURCHASER OR OBTAINING ANY CONSENTS, APPROVALS, PERMITS, AUTHORIZATIONS OR ENTITLEMENTS IN CONNECTION THEREWITH; THE VALUE OF THE LEASE OR THE LEASED PREMISES; THE FITNESS OF THE LEASED PREMISES, FOR ANY PARTICULAR PURPOSE OR USE; THE ACCURACY, COMPLETENESS, OWNERSHIP OR TRANSFERABILITY OF ANY DOCUMENTS OR OTHER MATERIALS FURNISHED TO PURCHASER WITH RESPECT TO THE LEASED PREMISES (OR ANY PORTION THEREOF); OR ANY OTHER MATTER OR THING RELATED TO THE LEASE OR THE LEASED PREMISES). PURCHASER ACKNOWLEDGES THAT PURCHASER HAS NOT RELIED, AND IS NOT RELYING, UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS OR SKETCHES, PROJECTIONS, PRO FORMAS, STATEMENTS, REPRESENTATIONS, GUARANTEES OR WARRANTIES (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OR MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF SELLER. PURCHASER ALSO ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED OR WAIVED THE RIGHT TO CONDUCT AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE LEASED PREMISES AND ALL SUCH OTHER MATTERS RELATED TO OR AFFECTING THE LEASED PREMISES AND/OR THE LEASE, AS PURCHASER DEEMED NECESSARY OR APPROPRIATE AND PURCHASER IS ACQUIRING THE LEASE AND THE LEASED PREMISES, BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS OR PURCHASER'S INDEPENDENT JUDGMENT, AND PURCHASER IS NOT RELYING UPON ANY REPRESENTATIONS OF SELLER OR SELLER'S AGENTS. ACCORDINGLY, PURCHASER HEREBY ACCEPTS THE LEASED PREMISES IN ITS "AS IS, WHERE IS," "WITH ALL FAULTS," CONDITION AND ALL LATENT OR PATENT DEFECTS, INCLUDING WITHOUT LIMITATION, ANY DEFECTS OR DAMAGE TO THE ROOF OF THE LEASED PREMISES.

- (c) **WAIVER/RELEASE OF PURCHASER CLAIMS.** WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE PRECEDING SUBSECTIONS 13(a) AND 13(b), PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY

CLAIM IT HAS, MIGHT HAVE HAD, OR MAY HAVE, AGAINST THE SELLER AND THE INDEMNIFIED PARTIES, WHETHER KNOWN OR UNKNOWN, ACTUAL OR CONTINGENT, FORSEEN OR UNFORSEEN, RELATING TO, ARISING OUT OF OR WITH RESPECT TO (i) THE CONDITION OF THE LEASED PREMISES, EITHER PATENT OR LATENT, (ii) PURCHASER'S ABILITY, OR INABILITY, TO OBTAIN OR MAINTAIN TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY, PERMITS OR OTHER LICENSES FOR THE USE OR OPERATION OF THE LEASED PREMISES, AND/OR CERTIFICATES OF COMPLIANCE FOR THE LEASED PREMISES, (iii) THE ACTUAL OR POTENTIAL INCOME, OR PROFITS, TO BE DERIVED FROM THE LEASED PREMISES, (iv) THE REAL ESTATE, OR OTHER, TAXES OR SPECIAL ASSESSMENTS, NOW OR HEREAFTER PAYABLE ON ACCOUNT OF, OR WITH RESPECT TO, THE LEASED PREMISES, OR (v) ANY OTHER MATTER RELATING TO THE LEASED PREMISES.

- (d) **No Representations as to Condition/Full Investigation.** Except as expressly set forth in this Contract, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or any of the Indemnified Parties as to the condition or repair of the Leased Premises or the value, expense of operation, or income potential thereof or as to any other fact or condition which has or might affect the Leased Premises or the condition, repair, value, expense of operation or income potential of the Leased Premises or any portion thereof. The Parties agree that all understandings and contracts heretofore made between them or their respective agents or representatives are merged in this Contract and the Exhibits hereto annexed, which alone fully and completely express their Contract, and that this Contract has been entered into after full investigation, or with the Parties satisfied with the opportunity afforded for investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Contract or the Exhibits annexed hereto. Purchaser acknowledges that Seller has requested that Purchaser inspect the Leased Premises fully and carefully and investigate all matters relevant thereto and that Purchaser rely solely upon the results of Purchaser's own inspections or other information obtained or otherwise available to Purchaser, rather than any information that may have been provided by Seller to Purchaser.

14. NON-FOREIGN SELLER CERTIFICATION

Seller represents that Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the regulations promulgated thereunder, and is therefore exempt from the withholding requirements of said Section. At Closing, Seller will deliver to Purchaser the certification set forth in Section 1445 of the Code and regulations.

15. DEFAULT AND REMEDIES

(a) Termination Events:

(i) Termination by Either Party: Notwithstanding anything to the contrary set forth herein, this Contract may be terminated at any time prior to the Closing Date by either Party if the Bankruptcy Court fails to issue the Approval Order by September 30, 2019, provided, however, that the right to terminate this Contract pursuant to this Section 15(a) shall not be available to any party whose breach of any of its representations, warranties, covenants or agreements contained herein results in such ruling or order.

(ii) Termination by Purchaser. If Seller fails or refuses to comply with the terms of this Contract within fifteen (15) days of receipt by Seller of written notice of such default from Purchaser (excluding any default by Purchaser and Purchaser's failure to diligently complete or cure the same), Purchaser shall have as its sole and exclusive remedy the right to terminate the Contract, in which event Purchaser shall be entitled to the prompt return of the Earnest Money Deposit and all accrued interest thereon in full satisfaction of all damages suffered by Purchaser by reason of Seller's default and the Contract shall be terminated and of no further force or effect except as provided for in this Contract. Notwithstanding the foregoing, in the event that Seller assigns the Leases to a party other than Purchaser as a result of its fiduciary obligation, within 10 business days after the Closing Date, Seller shall request the approval of the Bankruptcy Court for the payment of \$100,000 to Purchaser as a break-up fee.

(iii) Termination by Seller. If Purchaser fails or refuses to comply with the terms of this Contract within fifteen (15) days of receipt by Purchaser of notice of such default from Seller (excluding any default by Seller of Seller's failure to diligently complete or cure the same), and Seller's sole remedy shall be to terminate this Contract, in which event Seller shall be entitled to receive the Earnest Money Deposit as liquidated damages in lieu of all other remedies available to Seller and this Contract shall terminate with neither Party having any further rights or liabilities hereunder, except as those specifically provided to survive the termination of this Contract; provided, however, that this Section 15(a)(iii) shall not limit Seller's claims pursuant to any of Purchaser's indemnification obligations in this Contract. Seller and Purchaser acknowledge and agree that: (i) it would be extremely difficult to accurately determine the amount of damages suffered by Seller as a result of Purchaser's default hereunder; (ii) the Earnest Money Deposit is a fair and reasonable amount to be retained by Seller as agreed and liquidated damages for Purchaser's default under this Contract; and (iii) retention by Seller of the Earnest Money Deposit upon Purchaser's default hereunder shall not constitute a penalty or forfeiture.

(b) Effect of Termination. In the event of a termination of this Contract pursuant to this Section 15 (other than a termination of this Contract pursuant to Section 15(a)(iii)), Seller and Purchaser shall instruct the Escrow Agent to, and the Escrow

Agent shall, promptly (but in any event within two (2) Business Days of such instruction) return to Purchaser the Earnest Money Deposit by wire transfer of immediately available funds and the return thereof shall constitute the sole and exclusive remedy of Purchaser in the event of a termination hereunder.

16. NOTICES

Any notice which either Party desires or is required to give hereunder shall be in writing and effective and deemed properly served when hand delivered, provided that the addressee of such notices signs an acknowledgement of receipt of such notice, or if deposited with the United States Postal Service, as registered or certified mail, return receipt requested, bearing adequate postage or being deposited with a reputable overnight courier service for guaranteed next day delivery with required signature acknowledgement of receipt to the Parties at the following addresses:

To Seller:

Sears, Roebuck & Co.
3333 Beverly Road
Hoffman Estates, Illinois 60179
Attn: President, Real Estate
Department 824RE

With copies to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn: W. Michael Bond, Esq.
Phone: (212) 310-8035
E-mail: Michael.Bond@weil.com

To Purchaser:

Mr. Henry Shahery
9777 Wilshire Blvd., Suite 470 Beverly
Hills, Ca 90212
Tel. (424) 343-0371 Ext 220
Fax (424) 343-0379
E-Mail henry@hshmanagement.net

With copies to:

Law Offices of Saul Reiss
2800 28th Street, Suite 328
Santa Monica, CA 90405-6201
Phone: 310-450-2888 _____
E-mail: saulreiss@verizon.net

Notice of change of address for receipt of notices shall be sent in the manner set forth in this Section 16.

17. ENTIRE CONTRACT, AMENDMENTS AND WAIVERS

This Contract contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and the same may not be amended, modified or discharged

nor may any of its terms be waived except by an instrument in writing signed by the Party to be bound thereby.

18. FURTHER ASSURANCES

The Parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Contract and to fully consummate and effect the transaction contemplated hereby.

19. SURVIVAL AND BENEFIT

Except to the extent specifically stated to the contrary elsewhere in this Contract, all representations, warranties, agreements and obligations of the Parties contained in this Contract shall be merged with the Assignment and Assumption at Closing. Wherever in this Contract there is a reference to termination of this Contract, such termination shall not be construed to terminate the obligations of the Parties with respect to any representations, warranties and obligations of the Parties contained in this Contract which by their terms to the extent specifically stated in this Contract shall survive termination of this Contract.

20. CONFIDENTIALITY

Without limiting the terms of any other confidentiality agreements entered into by or between Purchaser and Seller (or any of Seller's Affiliates), if any, Purchaser agrees that (i) the results of all inspections, analyses, studies, and similar reports relating to the Leased Premises prepared by, for, or on behalf of Purchaser on, after or before the Effective Date, (ii) all terms of this Contract and any and all drafts of this Contract, if any, and all documents and instruments executed in connection therewith, (iii) all information or materials provided to or obtained (from whatever source) by Purchaser on, after or before the Effective Date, whether written or oral, in any way related to or pertaining to Seller, Seller's Affiliates, and/or the Leased Premises, (iv) any other electronic files and other documents in Seller's electronic online data room, and (v) all information regarding the Leased Premises of whatsoever nature, whether written or oral, and regardless of when obtained (collectively, the "**Confidential Information**") is strictly confidential, shall remain confidential and shall not be disclosed to any Person by Purchaser or the Purchaser Entities without the prior written consent of Seller, which consent may be withheld, conditioned, or delayed in Seller's sole and absolute discretion, including, but not limited to, any federal, state and/or local governmental entity, except that Purchaser may disclose the Confidential Information without Seller's prior written consent to Purchaser's respective officers, Affiliates, and advisors (including, without limitation, attorneys, accountants, consultants and financial advisors) (collectively, the "**Permitted Parties**") so long as Purchaser informs the Permitted Parties of the confidential nature of the Confidential Information and directs the Permitted Parties to treat the Confidential Information confidentially in accordance with the terms of this Section 20. Without limiting the foregoing, Purchaser agrees and acknowledges that no copies, summaries, abstracts or other reproductions of the Confidential Information, as applicable, shall be provided or disclosed by Purchaser, the Purchaser Entities, or the Permitted Parties to any

Person not subject to the same confidentiality obligation as Purchaser, the Purchaser Entities, or the Permitted Parties. If Purchaser, the Purchaser Entities, or the Permitted Parties breach (or threaten the breach of) the terms of this Section 20, Purchaser acknowledges and agrees that (a) Purchaser shall be liable and responsible for any breach of this Contract by any of the Purchaser Entities or Permitted Parties, and (b) Seller will be irreparably harmed, but that Seller's damages are difficult to calculate and, therefore, Seller shall be entitled to pursue an action for equitable relief, including, but not limited to, temporary or permanent injunctions, against any actual or threatened breach of the terms of this Section 20, in addition to all other rights and remedies available at law or in equity. Notwithstanding the foregoing, the Parties agree that the term "Confidential Information" shall not include any material or information that (1) is or becomes generally available to the public other than as a direct or indirect result of a disclosure of any such information by Purchaser, the Purchaser Entities, or the Permitted Parties, (2) becomes available to Purchaser, the Purchaser Entities, or the Permitted Parties on a non-confidential basis from a source other than Seller or any of the Indemnified Parties and the source of such information was not bound by any contractual or other obligation of confidentiality to Seller or to any other Person with respect to any of such information, or (3) any information that is developed by or on behalf of Purchaser independently of the disclosure of Confidential Information and without reference to or use of the Confidential Information. Purchaser acknowledges that Seller may file this Contract and any related matters with the Bankruptcy Court and thus make this Contract publicly available. The terms of this Section 20 shall survive termination of this Contract.

21. BROKERAGE

Except for Jones Lang LaSalle Americas, Inc. ("**JLL**") representing the Seller ("**Seller's Broker**"), each party hereto represents and warrants to the other that it has dealt with no other brokers or finders in connection with this transaction.

Seller hereby indemnifies, protects and defends and holds Purchaser harmless from and against all losses, claims, costs, expenses, damages (including, but not limited to, attorneys' fees of counsel selected by the Purchaser) resulting from the claims of any broker (including the Seller's Broker), finder, or other such party claiming by, through or under the acts or agreements of Seller or Seller's Broker. Purchaser hereby indemnifies, protects and defends and holds Seller and JLL harmless from and against all losses, claims, costs, expenses, damages (including, but not limited to, attorneys' fees of counsel selected by the Seller) resulting from the claims of any broker, finder, or other such party claiming by, through or under the acts or agreements of Purchaser.

Any commission or other compensation due the Seller's Broker shall be the responsibility of the Seller and same shall be paid to the Seller's Broker at the Closing in accordance with separate agreements between Seller's Broker and Seller.

22. ASSIGNMENT

Purchaser may not assign or transfer its rights or obligations under this Contract other than to a limited liability company as to which Henry Shahery has majority ownership and is

the Manager without Seller's prior written consent, the granting or denial of which consent shall be in the sole discretion of Seller; provided, however, that Purchaser shall have the right to assign this Contract without Seller's consent in connection with a tax-deferred exchange or to an entity in which Purchaser has sole ownership interest provided that (i) written notice of such assignment is delivered to Seller at least ten (10) business days prior to Closing and (ii) any such assignee executes an assumption of this Contract, if requested by and in form and substance reasonably acceptable to Seller. No transfer or assignment by Purchaser shall relieve Purchaser of its obligations hereunder. No such transfer or assignment in violation of the provisions hereof shall be valid or enforceable.

23. NO THIRD PARTY BENEFITS

This Contract is for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns and, except for any of the Indemnified Parties, no third party is intended to or shall have any rights hereunder. This Contract is binding upon and inures to the benefit of the successors and assigns of the Parties.

24. LITIGATION COSTS

In the event of any legal action or other proceeding between the Parties regarding this Contract (an "**Action**"), the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court. The term "prevailing party" as used in this Section 24 includes, without limitation, a party: (i) who agrees to dismiss an Action on the other party's performance of the covenants allegedly breached, (ii) who obtains substantially the relief it has sought (which includes, without limitation, a party who has an Action voluntarily dismissed against it), or (iii) against whom an Action is dismissed (with or without prejudice) and cannot be refiled. In addition, the prevailing party in any Action shall be entitled, in addition to and separately from the amounts recoverable under this Section, to the payment by the losing party of the prevailing party's reasonable attorneys' fees, court costs and litigation expenses incurred in connection with: (y) any appellate review of the judgment rendered in such Action or of any other ruling in such Action; and (z) any proceeding to enforce a judgment in such Action. It is the intent of the Parties that the provisions of this Section be distinct and severable from the other rights of the Parties under this Contract, shall survive Closing, shall survive the entry of judgment in any Action and shall not be merged into such judgment.

25. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision in this Contract, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained in the Contract.

26. **NO FURTHER MARKETING OR NEGOTIATIONS:** From the Effective Date until the Closing Date or termination of this Contract, JLL and M-III Partners shall cease any further marketing efforts and/or negotiations with respect to the sale of the Leases.

27. **COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and any Party hereto may execute this Contract by signing any such counterpart delivery of an executed signature page of this Contract by any Party hereto by facsimile or .pdf transmission; and such facsimile or .pdf shall be binding on the delivering Party as if the original had been delivered.

28. **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties to this Contract; provided, however, that Purchaser may only assign this Contract in accordance with the provisions of Section 22 of this Contract.

29. **NO RECORDING**

Purchaser agrees not to record this Contract or any memorandum or short form of this Contract. Any such recording by Purchaser shall be a default under this Contract and shall entitle Seller to terminate this Contract and retain the Earnest Money Deposit.

30. **TIME FOR PERFORMANCE**

All references in this Contract to “days” shall mean calendar days. Notwithstanding the foregoing, whenever any expiration of a time limit or specific date provided in this Contract falls on a Saturday, Sunday, or other day on which national banks in the State are authorized or required to be closed, then that date is extended to the next day that is not a Saturday, Sunday, or other day on which national banks in the State are authorized or required to be closed. The term “business day” as used in this Contract means any day that is not a Saturday, Sunday, or other day on which national banks in the State are authorized or required to be closed.

31. **TIME OF THE ESSENCE**

Time is of the essence of this Contract.

32. **RESERVED**

33. **CONDEMNATION AND CASUALTY**

- (a) Seller agrees to give Purchaser prompt written notice of any fire, flood or similar casualty affecting any portion of the Leased Premises or of any taking or condemnation of all or any portion of any Leased Premises.

- (b) If prior to Closing there shall occur: (i) damage to any Leased Premises caused by fire or other casualty; or (ii) the taking or condemnation of all or any portion of the Leased Premises; then, in each case, the Closing Date shall occur as provided in this Contract, and Purchaser shall be assigned at the Closing Date (A) all interest of Seller in and to any insurance proceeds actually received by Seller (including, but not limited to, any proceeds of business interruption insurance for the period after the date of the Closing Date) or (B) condemnation awards payable to Seller on account of that event, in the case of both (A) and (B), less sums which Seller incurs before the Closing Date for the direct cost of the repair of any of the damage or taking that Seller may elect, in its sole discretion, to undertake or in pursuing the collection of any such insurance proceeds or participating in any condemnation proceeding.
- (c) The Parties hereby waive the provisions of the Uniform Vendor and Purchaser Risk Act (to the extent the same is applicable to the Leased Premises) and of any other Law to the same or similar effect, and agree that the same shall not apply to this Contract.

34. SECTION HEADINGS

The section headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

35. INTERPRETATION

Whenever used in this Contract, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

36. GOVERNING LAW, JURISDICTION & VENUE

This Contract will be exclusively governed by and construed and enforced in accordance with the laws of the State of New York, without regard to conflicts of law principles thereof. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO SUBMIT TO THE JURISDICTION OF THE BANKRUPTCY COURT FOR ANY AND ALL DISPUTES ARISING OUT OF OR OTHERWISE RELATING TO THIS CONTRACT. SHOULD THE BANKRUPTCY COURT ABSTAIN FROM EXERCISING ITS JURISDICTION OR BE FOUND NOT TO HAVE JURISDICTION OVER A MATTER RELATING TO THIS CONTRACT, SUCH MATTER SHALL BE ADJUDICATED IN EITHER A FEDERAL DISTRICT COURT IN THE STATE OF NEW YORK OR THE SUPREME COURT OF THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY, NEW YORK. Without limiting other means of service of process permissible under applicable law, the Parties hereby agree that service of any process, summons, notice or document by U.S. registered mail to the addresses set forth in Section 16 of this Contract shall be effective service of process for any suit or proceeding in connection with this Contract.

37. AMENDMENTS

No agreement, amendment, modification, understanding or waiver of or with respect to this Contract or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Contract, shall be effective for any purpose unless contained in writing and executed by each Party hereto. However, such amendments and/or supplements may be executed in counterparts, all of which shall be deemed to constitute one document.

38. ENTIRE CONTRACT

The Parties acknowledge and agree that at all times they have intended that none of the preliminary negotiations concerning this transaction would be binding on either Party, and that they would be bound to each other only by a single, formal, comprehensive document containing this Section and all of the agreements of the Parties, in final form, which has been executed and delivered by Purchaser and Seller. The Parties acknowledge that none of the prior oral agreements between them (and none of the representations on which either of them has relied) relating to the subject matter of this Contract shall have any force or effect whatever, except as and to the extent that such agreements and representations have been incorporated in this Contract.

39. PATRIOT ACT

Seller certifies that its name is SEARS, ROEBUCK AND CO., a New York corporation, and Seller is not (i) in violation of any laws relating to terrorism or money laundering, or (ii) among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control. Purchaser certifies that its name is [], and to Purchaser's knowledge, neither Purchaser or affiliated entities are (i) in violation of any laws relating to terrorism or money laundering, or (ii) among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control.

40. EXCULPATION; LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Contract, no officer, director, shareholder, employee, agent, manager, member or partner of Seller or Purchaser shall have any personal liability with respect to any of the obligations contained in this Contract. Under no circumstances shall Seller or Purchaser be responsible for consequential, special or punitive damages, and Seller and Purchaser hereby waive any and all such claims against the other for such consequential, special or punitive damages. The provisions of this Section 40 shall survive the expiration of the term or any earlier termination of this Contract.

41. PRESS RELEASES

Neither Purchaser nor any of Purchaser's Affiliates shall make any press release or other public announcement concerning the transaction(s) contemplated by this Contract without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. If Purchaser desires to make a press release or other public announcement respecting this Contract or the transaction(s) contemplated hereby, Purchaser shall wait at least five (5) business days after the Closing (the "**No Public Announcement Period**"), and after the expiration of the No Public Announcement Period, shall provide Seller with a draft of the press release or other public announcement for review at least ten (10) business days prior to the time that such press release or other public announcement is to be made. The Parties will attempt in good faith to expeditiously reach agreement on such press release or other public announcement and the contents thereof. Seller's failure to provide comments back to Purchaser within ten (10) business days of receipt of the draft release or announcement will be deemed consent to the public disclosure of such press release or other public announcement and the content thereof. Purchaser shall be liable for the compliance of its respective Affiliates with the terms of this Section 41. Notwithstanding anything to the contrary herein, any press release or other public announcement shall not reveal any Confidential Information and otherwise be in accordance with Section 20 hereof. This Section 41 shall survive the Closing.

42. LOCAL LAW PROVISIONS

The parties agree to amend this Contract after the Effective Date but prior to Closing to address any applicable local law requirements in a manner reasonably satisfactory to Seller and Purchaser.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Real Estate Sale Contract as of the date first above written.

SELLER:

SEARS, ROEBUCK AND CO.,
a New York corporation

By: _____
Name: _____
Its: _____

INNOVEL SOLUTIONS, INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

PURCHASER:

Henry Shahery,
[]

By: _____
Name: _____
Its: _____

EXHIBITS

Exhibit "A-1": Warehouse Primary Lease Description
Exhibit "A-2" Parking Lot Primary Lease Description
Exhibit "B-1": Warehouse Lease Property Description
Exhibit "B-2" Parking Lot Lease Property Description
Exhibit "C-1": Warehouse Sublease Description
Exhibit "C-2" Parking Lot Sublease Description

IN WITNESS WHEREOF, the Parties have executed this Real Estate Sale Contract as of the date first above written.

SELLER:

SEARS, ROEBUCK AND CO.,
a New York corporation

By: Jane S. Borden
Name: Jane S. Borden
Its: President - Real Estate

INNOVEL SOLUTIONS, INC.,
a Delaware corporation

By: Jane S. Borden
Name: Jane S. Borden
Its: Vice President

PURCHASER:

Henry Shahery

By: _____
Name: _____
Its: _____

EXHIBITS

Exhibit "A-1": Warehouse Primary Lease Description
Exhibit "A-2": Parking Lot Primary Lease Description
Exhibit "B-1": Warehouse Lease Property Description
Exhibit "B-2": Parking Lot Lease Property Description
Exhibit "C-1": Warehouse Sublease Description
Exhibit "C-2": Parking Lot Sublease Description

IN WITNESS WHEREOF, the Parties have executed this Real Estate Sale Contract as of the date first above written.

SELLER:

SEARS, ROEBUCK AND CO.,
a New York corporation

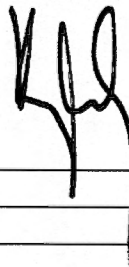
By: _____
Name: _____
Its: _____

INNOVEL SOLUTIONS, INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

PURCHASER:

Henry Shahery,
□



By: _____
Name: _____
Its: _____

EXHIBITS

Exhibit "A-1": Warehouse Primary Lease Description
Exhibit "A-2" Parking Lot Primary Lease Description
Exhibit "B-1": Warehouse Lease Property Description
Exhibit "B-2" Parking Lot Lease Property Description
Exhibit "C-1": Warehouse Sublease Description
Exhibit "C-2" Parking Lot Sublease Description

Exhibit "D": Earnest Money Escrow Instructions
Exhibit "E": Assignment and Assumption
Exhibit "F": Landlord Notice

EXHIBIT "A-1"

Warehouse Primary Lease Description

Indenture of Lease dated April 3, 1947 by and between Connecticut General Life Insurance Company, as landlord, and Sears, Roebuck and Co., as tenant.

EXHIBIT "A-2"

Parking Lot Primary Lease Description

Parking Lot Lease Agreement dated December 15, 1998 by and between 51st Street Partnership, as landlord, and Sears Logistics Services, Inc., as tenant.

EXHIBIT “B-1”

Warehouse Primary Lease Property Description

The description set forth in that certain Indenture of Lease dated April 3, 1947 by and between Connecticut General Life Insurance Company, as landlord, and Sears, Roebuck and Co., as tenant.

EXHIBIT “B-2”

Parking Lot Primary Lease Property Description

The description set forth in that certain Parking Lot Lease Agreement dated December 15, 1998 by and between 51st Street Partnership, as landlord, and Sears Logistics Services, Inc., as tenant.

EXHIBIT “C-1”

Warehouse Sublease Description

Sublease dated December 21, 2017 by and between Sears, Roebuck and Co., as sublandlord, and Mr. Henry Shahery, as subtenant.

EXHIBIT “C-2”

Parking Lot Sublease Description

Sublease dated December 21, 2017 by and between Innovel Solutions, Inc., successor-in-interest to Sears Logistics Services, Inc., as sublessor, and Mr. Henry Shahery and Shason, Inc., collectively as subleasee.

EXHIBIT “D”

EARNEST MONEY ESCROW INSTRUCTIONS

(please see attached)



CHICAGO TITLE AND TRUST COMPANY: ESCROW TRUSTEE
10 S. LASALLE, STE 3100, CHICAGO, IL 60603

Refer to: Krystina Cozzie
Phone no.: 312-223-3366
Fax no: 312-223-2076

STRICT JOINT ORDER #1 ESCROW TRUST INSTRUCTIONS (EARNEST MONEY)

ESCROW TRUST NO:

DATE:

To: Chicago Title and Trust Company, Escrow Trustee:

Customer Identification:

Seller:

Purchaser:

Property Address:

Project Reference:

Proposed Disbursement Date:

Escrow Deposits:

1. The sum of \$ _____ by CHECK/WIRE Representing: INITIAL
EARNEST MONEY

2. The sum of \$ _____ by CHECK/WIRE Representing: (Additional)

PLEASE NOTE: Uncertified checks are held for ten business days after date of deposit. No funds can be dispensed before 10 business days limit expires. To avoid delays, use Cashier's or Certified checks or wire transfer.

Funds:

() WILL () WILL NOT BE INVESTED

NOTE: If funds are to be invested, an investment package will be sent. Please complete and return to Escrow Trustee as soon as possible in order to begin accruing interest.

Delivery of Deposits:

The above-referenced escrow trust deposits ("deposits") are deposited with the escrow trustee to be delivered by it only upon the receipt of a joint order of the undersigned or their respective legal representatives or assigns.

In no case shall the above-mentioned deposits be surrendered except upon the receipt of an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience to the court order described below.

Billing Instructions:

Escrow trust fee will be deducted as follows: \$300 escrow fee. If the transaction closes in the Chicago Title Loop office, the escrow fee will be waived. Any overnight delivery or wire fee will be \$35.

The parties acknowledge that beginning after a period of one year from the date of this agreement, Chicago Title and Trust Company will impose an administrative maintenance fee equivalent to the fee set forth on the Company's then current rate schedule.

This fee may be deducted from the outstanding escrow balance or billed.

PLEASE NOTE: The escrow trust fee for these joint order escrow trust instructions is due and payable within 30 days from the projected disbursement date (which may be amended by joint written direction of the parties hereto). In the event no projected disbursement date is ascertainable, said escrow trust fee is to be billed at acceptance and is due and payable within 30 days from the billing date. Chicago Title and Trust Company, at its sole discretion, may reduce or waive the escrow trust fee for these joint order escrow instructions in the event the funds on deposit herein are transferred to or disbursed in connection with sale escrow trust instructions or an agency closing transaction established at Chicago Title.

Standard Provisions:

Investment:

Deposits made pursuant to these instructions may be invested on behalf of any party or parties hereto; provided that any direction to escrow trustee for such investment shall be expressed in writing and contain the consent of all parties to this escrow, and also provided that escrow trustee is in receipt of the taxpayer's identification number and investment forms as required. Escrow trustee will, upon request, furnish information concerning its procedures and fee schedules for investment.

In the event the escrow trustee is requested to invest deposits hereunder, Chicago Title and Trust Company is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow trust instructions.

Direction Not to Invest/Right to Commingle:

Except as to deposits of funds for which escrow trustee has received express written direction concerning investment or other handling, the parties hereto direct the escrow trustee NOT to invest any funds deposited by the parties under the terms of this escrow and waive any rights which they may have under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) to receive interest on funds deposited hereunder. In the absence of an authorized direction to invest funds, the parties hereto agree that the escrow trustee shall be under no duty to invest or reinvest any such funds at any time held by it hereunder; and, further, that escrow trustee may commingle such funds with other deposits or with its own funds in the manner provided for the administration of funds under said Section 2-8 and may use any part or all of such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Further, even with appropriate instructions to invest Escrow Deposits, Escrow Trustee may commingle the Escrow Deposits with other funds in a trust account in order to facilitate placing the Escrow Deposits into a segregated interest bearing account and to disburse the Escrow Deposits once they have been removed from such segregated interest bearing account as required by the terms of this Agreement. Provided, however, nothing herein shall diminish escrow trustee's obligation to apply the full amount of such funds in accordance with the terms of these escrow instructions.

Compliance With Court Order:

The undersigned authorize and direct the escrow trustee to disregard any and all notices, warnings or demands given or made by the undersigned (other than jointly) or by any other person. The said undersigned also hereby authorize and direct the escrow trustee to accept, comply with, and obey any and all writs, orders, judgments or decrees entered or issued by any court with or without jurisdiction; and in case the said escrow trustee obeys or complies with any such writ, order, judgment or decree of any court, it shall not be liable to any of the parties hereto or any other person, by reason of such compliance, notwithstanding any such writ, order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case the escrow trustee is made a party defendant to any suit or proceedings regarding this escrow trust, the undersigned, for themselves, their heirs, personal representatives, successors, and assigns, jointly and severally, agree to pay to said escrow trustee, upon written demand, all costs, attorney's fees, and expenses incurred with respect thereto. The escrow trustee shall have a lien on the deposit(s) herein for any and all such costs, fees and expenses. If said costs, fees and expenses are not paid, then the escrow trustee shall have the right to reimburse itself out of the said deposit(s).

Disputes/Circumstance not contemplated:

If any dispute arises with respect to the disbursement of any funds on deposit or if circumstances arise that were not contemplated or described in the original escrow agreement, and Escrow Trustee is unsure as to its duties as a result, Escrow Trustee may continue to hold said funds until either in receipt of a joint order from the parties or a court order directing payment. In such instance, Escrow Trustee may elect to commence an action in interpleader and in conjunction therewith remit the Escrow Deposit to a court of competent jurisdiction pending resolution of such dispute, and the parties hereto hereby indemnify and hold harmless Escrow Trustee for any action taken by it in good faith in the execution of its duties hereunder. The parties further agree that the cost of any such action shall be deducted from the Escrow Deposit prior to disbursement

to the parties. Notwithstanding the foregoing, where a party to this escrow agreement has been placed in default and the period to cure such default has lapsed, without cure, upon the delivery to Escrow Trustee of commercially reasonable documentation evidencing the same, Escrow Trustee shall, without delay, release the Escrow Deposit to the non-defaulting party entitled to receive such Escrow Deposit without direction from a court or delivery of a joint order from the parties to this escrow agreement.

Disclaimer Re: Validity of Documentation:

In its capacity as Escrow Trustee, Escrow Trustee shall not be responsible for the genuineness or validity of any security, instrument, document or item deposited with it and shall have no responsibility other than to faithfully follow the instructions contained herein, and shall not be responsible for the validity or enforceability of any security interest of any party and it is fully protected in acting in accordance with any written instrument given to it hereunder by any of the parties hereto and reasonably believed by Escrow Trustee to have been signed by the proper person. Escrow Trustee may assume that any person purporting to give any notice hereunder has been duly authorized to do so.

[Signature Page to Follow]

Execution:

These escrow trust instructions are governed by and are to be construed under the laws of the state of Illinois. The escrow trust instructions, amendments or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

For Seller:

For Purchaser:

Name:

Name:

By:_____

By:_____

Name:_____

Name:_____

Its:_____

Its:_____

Address:

Address:

Phone:

Phone:

Fax:

Fax:

Email:

Email:

Legal Representative:

Legal Representative:

Name:

Name:

By:

By:

Address:

Address:

Phone:

Phone:

Fax:

Fax:

Email:

Email:

Signature:

Signature:

Accepted: Chicago Title and Trust Company, as Escrow Trustee

By:

Date:

***Upon receipt of the funds, the escrow agreement becomes effective.**

EXHIBIT “E”

ASSIGNMENT AND ASSUMPTION

[See attached]

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is entered into and effective as of [_____], 2019, by and among **SEARS, ROEBUCK AND CO.**, a New York corporation and INNOVEL SOLUTIONS, INC., a Delaware corporation (collectively “Seller” or “Assignor”) and **Henry Shahery** or any of its permitted assignees (“Purchaser” or “Assignee”). Seller and Purchaser are referred to collectively herein as the “Parties.”

WHEREAS, the Parties are parties to that certain **LEASE SALE AGREEMENT**, dated _____ (the “Purchase Agreement”) (capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement); and

WHEREAS, the execution and delivery of this Agreement is contemplated by Section 9(b)(i) and 9(c)(ii) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, the Parties hereby agree as follows:

- 1) Assignment and Assumption. Effective as of the Closing, Seller hereby assigns, grants, conveys, and transfers Seller’s estate, right, title and interest as tenant of the leasehold estate described under the Lease, and Purchaser hereby accepts the conveyance, transfer, assignment and delivery of Seller’s rights, title and interest as tenant of the leasehold estate described under the Lease. The Lease to be assigned to Purchaser under this Agreement is described in Exhibit A attached hereto.
- 2) Conflict. The assignment and assumption of the Lease made hereunder are made in accordance with and subject to the Purchase Agreement (including, without limitation, the representations, warranties, covenants, and agreements contained therein), which is incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede, and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants, and obligations of the Parties contained in the Purchase Agreement or the survival thereof.

- 3) Notices. Any notice, request, or other document to be given hereunder to any Party shall be given in the manner specified in Section 16 of the Purchase Agreement. Any Party may change its address for receiving notices, requests, and other documents by giving written notice of such change to the other Parties.
- 4) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.
- 5) Enforceability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.
- 6) Amendments; Waivers. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, Purchaser and Seller. Any waiver of rights hereunder must be set forth in writing.
- 7) Further Assurances. Each of the Parties shall execute and deliver all such further documents and do such other things as the other Party may reasonably request to give full effect to this Agreement.
- 8) Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.
- 9) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such state are superseded by the Bankruptcy Code.
- 10) Third Party Beneficiaries and Obligations. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the Parties or their respective successors and permitted assigns, any rights, remedies, or liabilities under or by reason of this Agreement.
- 11) Entire Agreement. This Agreement, together with the Purchase Agreement and the exhibits and the documents referred to in the Purchase Agreement, contain the entire understanding between the Parties with respect to the transactions contemplated hereby and supersede all prior agreements, understandings, representations and statements, oral or written, between the Parties on the subject matter hereof, which such prior agreements,

understandings, representations and statements, oral or written, shall be of no further force or effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of date first above written.

SELLER / ASSIGNOR:
SELLER:

SEARS, ROEBUCK AND CO.,
a New York corporation

By: _____
Name: _____
Its: _____

INNOVEL SOLUTIONS, INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

PURCHASER / ASSIGNEE:

PURCHASER:

Henry Shahery,
[]

By: _____
Name: _____
Its: _____

Exhibit A

The Lease

EXHIBIT “F”

LANDLORD NOTICE

[See attached]

NOTICE TO LANDLORD

_____, 2019

Via Federal Express

Re: Notice of assignment of lease at [ADDRESS] (the "**Lease**")

Ladies and Gentlemen:

Please be advised that on October 21, 2018, [SELLER/TENANT] the tenant under the Lease ("**Tenant**"), and certain of its affiliates filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York.

Effective as of _____, 2019 Tenant's interest in the Lease has been assigned to [PURCHASER] ("**Assignee**"), and Assignee has assumed all of the tenant's obligations under the Lease.

Any future inquiries regarding your Lease should be directed to the address below:

With a copy (which shall not constitute notice to Assignee) to:

Very truly yours,

[SELLER/TENANT],
[Seller entity type and state of organization]

By: _____
Name: _____
Its: _____

Exhibit E

BID TABULATION
2019 ROOF REPLACEMENT

Project: 5525 South Soto Street Vernon, CA 90058			Prepared for: Mr. Jeffery Smith Jeff Smith Building & Development, Inc.		
CONTRACTORS	CABRAL ROOFING	HOWARD ROOFING	RED POINTE ROOFING	SAN MARINO ROOFING	TSP ROOF
BASE BID : ROOF SECTIONS A & B					
All preparation work to existing roof system (including removal of all wall flashing assemblies and sheet metal accessories, as well as removal and disposal of all flashings at penetrations and supports, etc.):	\$11,830.00	\$49,375.00	\$25,591.00	\$11,200.00	\$56,220.00
The installation of the new Specified Underwriters Laboratory Class “A” fire rated roof system consisting of a mechanically-attached, 60-mil thick, white, 3-ounce felt-back PVC single-ply roof system, inclusive all underlayment boards, flashings, sheet metal accessories and miscellaneous mechanical, electrical, plumbing and sheet metal work required to provide a complete system installation:	\$642,222.00	\$707,874.00	\$740,373.00	\$738,862.00	\$741,460.00
Estimated Square Footage of Roof Section	269,100	259,960	259,960	267,300	259,960
Miscellaneous work items (Including restoration of gas lines and the installation of new rubber block supports):	\$5,540.00	\$1,951.00	\$0.00	\$0.00	\$1,500.00
The preparation and restoration of existing clerestory window assemblies with new specified “wet seal” applications per the project specifications:	\$0.00	\$47,350.00	\$251,656.00	\$149,490.00	\$51,000.00
Provide a new 4-inch wide hot-air welded PVC safety yellow warning line on the completed membrane surface:	\$5,980.00	\$12,570.00	\$6,729.00	\$6,719.00	\$12,200.00
BASE BID TOTAL FOR ROOF SECTIONS A AND B:	\$665,572.00	\$819,120.00	\$1,024,349.00	\$906,271.00	\$862,380.00
BASE BID : ROOF SECTION C (LOWER ROOF)					
Demolition of existing roof system, including ballasted gravel, insulation boards, sheet metal accessories and required abatement work down to the concrete substrate:	\$195,000.00	\$202,500.00	\$111,517.00	\$213,730.00	\$215,500.00
The installation of the new Specified Underwriters Laboratory Class “A” fire rated roof system consisting of a adhered, 60-mil thick, white, 9-ounce felt-back PVC single-ply roof system, inclusive all underlayment boards, flashings, sheet metal accessories and miscellaneous mechanical, electrical, plumbing and sheet metal work required to provide a complete system installation:	\$369,096.00	\$357,750.00	\$407,940.00	\$361,785.00	\$358,450.00
Installation of a 1.5-inch polyisocyanurate insulation board and a 1/4-inch thick DensDeck Prime roof cover board over concrete Roof Section C (Lower Roof), with both layers adhered using a low rise foam insulation adhesive in a ribbon application, and adhering the specified PVC feltback membrane using a water-based adhesive:	\$228,192.00	\$100,080.00	\$332,916.00	\$288,107.00	\$102,000.00
Estimated Square Footage of Roof Section:	105,800	98,741	98,741	98,800	98,741
Miscellaneous work items (Including restoration of gas lines and the installation of new rubber block supports):	\$2,450.00	\$2,150.00	\$0.00	\$0.00	\$1,500.00
The preparation and restoration of existing clerestory window assemblies with new specified “wet seal” applications per the project specifications):	\$0.00	\$38,950.00	\$141,665.00	\$74,690.00	\$42,700.00

BID TABULATION

2019 ROOF REPLACEMENT

Project: 5525 South Soto Street Vernon, CA 90058			Prepared for: Mr. Jeffery Smith Jeff Smith Building & Development, Inc.		
CONTRACTORS	CABRAL ROOFING	HOWARD ROOFING	RED POINTE ROOFING	SAN MARINO ROOFING	TSP ROOF
Provide a new 4-inch wide hot-air welded PVC safety yellow warning line on the completed membrane surface:	\$4,375.00	\$6,990.00	\$3,647.00	\$7,134.00	\$6,500.00
BASE BID TOTAL FOR ROOF SECTION C (LOWER ROOF):	\$799,113.00	\$708,420.00	\$997,685.00	\$945,446.00	\$726,650.00
BASE BID : ROOF SECTIONS C (UPPER ROOF)					
Roof maintenance and repair actions, including the repair of membrane punctures, gouges, the resealing of tops of penetration flashings, the removal of miscellaneous debris accumulation from all drainage areas, waterways and bases	\$2,241.00	\$3,800.00	\$3,340.00	\$9,500.00	\$3,500.00
BASE BID TOTAL FOR ROOF SECTION C (UPPER ROOF):	\$2,241.00	\$3,800.00	\$3,340.00	\$9,500.00	\$3,500.00
BASE BID : TRUCK DOCK METAL CANOPIES (SECTION A,B & C)					
Restoration of existing steep-sloped metal canopies over truck dock areas with new white reflective coating application applied at a minimum rate of 1-1/2 gallons per 100 square feet. Work to include application of rust prohibitive primer	\$119,386.00	\$90,315.00	\$78,524.00	\$90,068.00	\$105,120.00
Estimated Square Footage of Metal Canopies:	24,800	23,900	23,894	19,000	24,000
Restoration of existing sheet metal rain gutters at the truck dock canopies, including resealing of lap joints with new urethane caulking applications:	\$8,028.00	\$12,600.00	\$11,709.00	\$19,800.00	\$10,200.00
BASE BID TOTAL FOR TRUCK DOCK METAL CANOPIES:	\$127,414.00	\$102,915.00	\$90,233.00	\$109,868.00	\$115,320.00
BASE BID A, B, C, METAL CANOPIES - SUB TOTAL:	\$1,594,340.00	\$1,634,255.00	\$2,115,607.00	\$1,971,085.00	\$1,707,850.00
ALTERNATES					
Alternate #1: Provide a total additive cost, to the base bid price, for the fabrication and installation of new clerestory window wall assemblies at all clerestory window locations. Work to include removal of existing window assemblies, inclusive all gaskets, waterproofing seals and glass panels. Contractor to provide design details to Owner	NO BID	NO BID	NO BID	PRICING IF AWARDED	NO BID
Guaranteed No. of Working Days to Complete Project:	65	110	80 - 90	75	115-150
BASE BID METAL BUILDING					
All preparation work to existing metal roof system (including patching/repairing voids/gaps in existing metal roof system, providing new three-course applications of elastic cement and reinforcing fabric to metal laps, as well as	\$98,570.00	\$44,240.00		\$60,565.00	\$48,730.00
Installation of new specified white-acrylic coating applications to existing metal roof system, including base coat of metal bonding primer per the projects specifications:	\$435,192.00	\$118,966.00		\$181,519.00	\$120,500.00
Estimated Square Footage of Roof Section:	152,000	102,400		102,500	102,495

BID TABULATION
2019 ROOF REPLACEMENT

Project:
5525 South Soto Street
Vernon, CA 90058

Prepared for: Mr. Jeffery Smith
Jeff Smith Building & Development, Inc.

CONTRACTORS	CABRAL ROOFING	HOWARD ROOFING	RED POINTE ROOFING	SAN MARINO ROOFING	TSP ROOF
Restoration of internal sheet metal gutter assemblies with specified “major seal” liquid flashing:	\$11,713.00	\$12,520.00	PENDING SUBMITTAL	\$16,500.00	\$10,500.00
Restoration of existing sheet metal rain gutter assemblies along perimeter edges of building. Work to include resealing of lap joints with new urethane caulking applications and providing new wire mesh strainers at downspout openings:	\$4,680.00	\$6,282.00		\$18,680.00	\$8,000.00
The removal and replacement of existing fiberglass skylight panels with new fiberglass panels. New skylight panels are to match size of existing openings and are to be secured with new fasteners through steel/neoprene washers:	\$12,253.00	\$22,590.00		\$18,216.00	\$26,300.00
BASE BID METAL BUILDING - SUB TOTAL:	\$562,408.00	\$204,598.00		\$295,480.00	\$214,030.00
BASE BID A, B, C, METAL CANOPIES & METAL BUILDING - GRAND TOTAL:	\$0.00	\$204,598.00	\$0.00	\$1,971,085.00	\$0.00

UNIT PRICING					
Provide a separate installed cost, per sheet, for the purchase and installation of additional DensDeck protection boards:	\$65.00 per 4’ x 8’ sheet	\$65.00 per 4’ x 8’ sheet	\$140.00 per 4’ x 8’ sheet	\$75.00 per 4’ x 8’ sheet	\$40.00 per 4’ x 8’ sheet
Provide a separate installed cost, per sheet, for the purchase and installation of additional 1.5-inch polyisocyanurate insulation boards.	\$56.00 per 4’ x 8’ sheet	\$65.00 per 4’ x 8’ sheet	\$135.00 per 4’ x 8’ sheet	\$65.00 per 4’ x 8’ sheet	\$42.00 per 4’ x 8’ sheet
Provide a separate installed cost, per lineal foot, for the purchase and installation of additional walkpad material:	\$32.00 per lineal foot	\$30.00 per lineal foot	\$22.00 per lineal foot	\$28.00 per lineal foot	\$22.00 per lineal foot
Provide a separate installed cost, per lineal foot, for the fabrication and installation of new 22-gauge, rain gutter assemblies at truck dock canopy match size and dimensions of existing gutter assemblies: (ALLOWANCE OF 1,500 LF)	\$28.50	\$45.00	\$32.00	\$15.00	\$45.00
Metal Building - Provide a separate installed cost, per lineal foot, for the purchase and installation of additional sheet metal rain gutter assemblies:	\$23.50 per lineal foot	\$45.00 per lineal foot		\$60.00 per lineal foot	\$46.00 per lineal foot
Guaranteed No. of Working Days to Complete Project:	35	24		35	25

CHANGE ORDER

SEARS HOLDINGS

CONTRACTOR:

**JS Construction
9191 Santiago Drive
Huntington Beach, CA 92646**

ATTN.: Jeffery Smith

DATE: August 3, 2018

CONTRACT DATE: February 1, 2018

C/O NUMBER: 1

JA NUMBER:

UNIT #: 8738

CONSULTANT: N/A

**LOCATION: 5525 S. Soto
Vernon, CA 90058**

PROJECT: Building Repairs

SEARS HOLDINGS CONTACT: Danny Thomas

The Contractor is directed to make the following changes:

Description:	Cost:
See Project Cost Summary Attached	\$505,249

Note: This Change Order will be effective only upon execution by SEARS HOLDINGS representative. This Change Order is approved by the parties and the terms and conditions of the Contract Documents govern all work to be done under this Change Order.

Design and Engineering	\$49,860.00	Original Contract Sum	\$1,200,000.00
Material, Fabrication, Labor	\$455,389.00	Previous Changes	\$0.00
Taxes	\$0.00	Total Before Change Order	\$1,200,000.00
Freight	\$0.00	Cost This Change (increase, decrease)	\$505,249.00
Installation	\$0.00	Revised Contract Sum	\$1,705,249.00
Total	\$505,249.00		

This Change will add # of days to the work. The revised Date of Substantial Completion is Date. The revised Date of Final Completion is Date.

Contractor: **JS Construction**

Signed By: _____

Title: **President**

Date Signed: **10/24/18**

Sears Holdings

Signed By: _____

Title: **Sr Dir Construction**

Date Signed: **10/24/18**

CHANGE ORDER

SEARS HOLDINGS

CONTRACTOR:

**JS Construction
9191 Santiago Drive
Huntington Beach, CA 92646**

ATTN.: Jeffery Smith

CONSULTANT: N/A

DATE: August 3, 2018

CONTRACT DATE: February 1, 2018

C/O NUMBER: 2

JA NUMBER:

UNIT #: 8738

**LOCATION: 5525 S. Soto
Vernon, CA 90058**

PROJECT: Building Repairs

SEARS HOLDINGS CONTACT: Danny Thomas


The Contractor is directed to make the following changes:

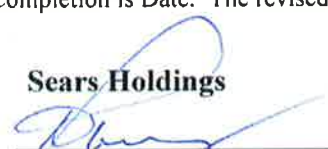
Description:	Cost:
See Project Cost Summary Attached	\$310,296.

Note: This Change Order will be effective only upon execution by SEARS HOLDINGS representative. This Change Order is approved by the parties and the terms and conditions of the Contract Documents govern all work to be done under this Change Order.

Design and Engineering	\$48,000.00	Original Contract Sum	\$1,200,000.00
Material, Fabrication, Labor	\$262,296.00	Previous Changes	\$505,249.00
Taxes	\$0.00	Total Before Change Order	\$1,705,249.00
Freight	\$0.00	Cost This Change (increase, decrease)	\$310,296.00
Installation	\$0.00	Revised Contract Sum	\$2,015,545.00
Total	\$310,296.00		

This Change will add # of days to the work. The revised Date of Substantial Completion is Date. The revised Date of Final Completion is Date.

Contractor: **JS Construction**
Signed By: 
Title: **President**
Date Signed: **10/24/18**

Sears Holdings
Signed By: 
Title: **Se. Dir Construction**
Date Signed: **10/24/18**

CHANGE ORDER

SEARS HOLDINGS

CONTRACTOR:

**JS Construction
9191 Santiago Drive
Huntington Beach, CA 92646**

ATTN.: Jeffery Smith

DATE: October 19, 2018

CONTRACT DATE: February 1, 2018

C/O NUMBER: 3

JA NUMBER:

UNIT #: 8738

CONSULTANT: N/A

**LOCATION: 5525 S. Soto
Vernon, CA 90058**

PROJECT: Building Repairs

SEARS HOLDINGS CONTACT: Danny Thomas

The Contractor is directed to make the following changes:

Description:

Cost:

Savings on buyout of Clearview materials.

<\$10,296.>

Note: This Change Order will be effective only upon execution by SEARS HOLDINGS representative. This Change Order is approved by the parties and the terms and conditions of the Contract Documents govern all work to be done under this Change Order.

Design and Engineering	\$0.00	Original Contract Sum	\$1,200,000.00
Material, Fabrication, Labor	(\$10,296.00)	Previous Changes	\$815,545.00
Taxes	\$0.00	Total Before Change Order	\$2,015,545.00
Freight	\$0.00	Cost This Change (increase, decrease)	(\$10,296.00)
Installation	\$0.00	Revised Contract Sum	\$2,005,249.00
Total	(\$10,296.00)		

This Change will add # of days to the work. The revised Date of Substantial Completion is Date. The revised Date of Final Completion is Date.

Contractor: **JS Construction**

Signed By: _____

Title: **President**

Date Signed: **10/24/18**

Sears Holdings

Signed By: _____

Title: **SEARS Construction**

Date Signed: **10/24/18**

County of **Berrien**

The above sworn statement should be obtained by the owner before each and every payment.

Jeff Smith Building & Development, Inc.**Invoice**

9191 Santiago Drive
Huntington Beach, CA 92646

ORIGINAL

Date	Invoice #
3/27/2019	2700-068

Bill To:
Sears Holdings 3333 Beverly Road Hoffman Estates, IL 60192

Job Location:
Soto Building 5525 S. Soto Vernon, CA 90058

Your Contract #	Terms	Representative	Job Number
	Net 5	Mr. Danny Thomas	012-16-1147.1 Sears Soto Clean n Show

CUSTOMER NAME	DESCRIPTION	AMOUNT
JS Construction	Final Billing - Clearview	72,167.00
	<p>Original Contract Amount: \$300,000</p> <p>Change Request 0</p> <p>Total Revised Contract Amount: \$300,000</p> <p>Gross Earned to Date: \$300,000</p> <p>Less Retention: 0.00% 0</p> <p>Less Previous Billings: 227,833</p> <p>TOTAL AMOUNT DUE: \$72,167</p>	

Thank you for the opportunity to be of service to you.

Total**\$72,167.00**

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT

Identifying Information

Name of Claimant: **JS Construction**
Name of Customer: **Sears Holdings Corporation**
Job Location: **5525 S. Soto Street, Vernon, CA 90058**
Owner: **Sears Holdings Corporation**

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn.

Maker of Check: **Sears Holdings Corporation**
Amount of Check: **\$72,167.00**
Check Payable To: **JS Construction**

Exceptions

This document does not affect any of the following:

1. Extras for which the claimant has not received payment.
2. The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 - a. Date(s) of waiver and release: **N/A**
 - b. Amount(s) of unpaid progress payment(s): **\$-0-**
3. Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and, (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: _____
Claimant's Title: **President**
Date of Signature: 3/28/19

STATE OF: MICHIGAN
COUNTY OF: BERRIEN

On the 28 day of MARCH 2019, before me personally came **Jeffery Smith** to me known, who, being by me duly sworn, did depose and say he is the **President** of **JS Construction** the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; and the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board or directors of said corporation, and that he signed his name thereto by like order.

Notary Public David M. Balsis

DAVID M. BALSIS
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF BERRIEN
MY COMMISSION EXPIRES OCT 19, 2024
ACTING IN THE COUNTY OF Berrien



APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 2 Pages

TO OWNER: **Sears Holdings**
3333 Beverly Road
Hoffman Estates, IL 60192

FROM CONTRACTOR: **JS Construction**
9191 Santiago Drive
Huntington Beach, CA 92646

VIA ARCHITECT: N/A

PROJECT: **Soto - Facility**
5525 S. Soto Vernon, CA

APPLICATION NO.: **2**
PERIOD TO: **27-Mar-19**
PROJECT NOS.: **012-16-1147**
CONTRACT DATE: **1-Feb-18**
CONTRACT #:

Distribution to:
☒ OWNER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACT FOR: **Building Renovation**

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM \$300,000
2. Net Change By Change Orders \$0
3. CONTRACT SUM TO DATE (Line 1 + 2) \$300,000
4. TOTAL COMPLETED & STORED TO DATE \$300,000
5. RETAINAGE \$0

0% of Completed Work

0% of Stored Material

Total Retainage

6. TOTAL EARNED LESS RETAINAGE \$0

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$227,833

8. CURRENT PAYMENT DUE \$72,167

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$0

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous month by Owner	\$ -	\$ -
Total approved this Month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGE by Change Order	\$ -	\$ -

CONTRACTOR:

By:

State of: **Michigan**
County of: **Berrien**

Subscribed and sworn to before me this day **28** of **MARCH** 20**19**

Notary Public: **D. Lambert**

My Commission expires: **10-19-2024**

Date: **3/28/19**

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the date comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED\$ N/A

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.) ARCHITECT:

By: N/A Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner or Contractor under this Contract.



CONTINUATION SHEET

Page 2 of 2 Pages
2

APPLICATION NUMBER:
APPLICATION DATE: 3/27/2019
PERIOD TO: 27-Mar-19
ARCHITECTS PROJECT NO: N/A
CONTRACT NUMBER:

Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

A	B	C	D	E	F	G	H	I	NOTES
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	BALANCE TO FINISH (C-G)	RETAINAGE 10%	
	EXHIBIT B								
1	Architectural	43,750	43,750	-	-	43,750	-	-	
2	Plan Check & Permit Fees	3,125	3,125	-	-	3,125	-	-	
3	Metal Building Construction	223,997	151,830	-	-	151,830	72,167	-	
4	JS Construction	29,128	29,128	-	-	29,128	-	-	
5		-	-	-	-	-	-	-	
6		-	-	-	-	-	-	-	
7		-	-	-	-	-	-	-	
8		-	-	-	-	-	-	-	
9		-	-	-	-	-	-	-	
10		-	-	-	-	-	-	-	
11		-	-	-	-	-	-	-	
12		-	-	-	-	-	-	-	
13		-	-	-	-	-	-	-	
14		-	-	-	-	-	-	-	
15		-	-	-	-	-	-	-	
16		-	-	-	-	-	-	-	
17		-	-	-	-	-	-	-	
18		-	-	-	-	-	-	-	
19		-	-	-	-	-	-	-	
20		-	-	-	-	-	-	-	
21		-	-	-	-	-	-	-	
22		-	-	-	-	-	-	-	
23		-	-	-	-	-	-	-	
24		-	-	-	-	-	-	-	
25		-	-	-	-	-	-	-	
26		-	-	-	-	-	-	-	
27		-	-	-	-	-	-	-	
28		-	-	-	-	-	-	-	
29		-	-	-	-	-	-	-	
30		-	-	-	-	-	-	-	
31		-	-	-	-	-	-	-	
32		-	-	-	-	-	-	-	
33		-	-	-	-	-	-	-	
34		-	-	-	-	-	-	-	
35		-	-	-	-	-	-	-	
36		-	-	-	-	-	-	-	
	TOTAL	300,000	227,833	-	-	227,833	72,167	-	

Jeff Smith Building & Development, Inc.**Invoice**

9191 Santiago Drive
Huntington Beach, CA 92646

ORIGINAL

Date	Invoice #
1/7/2019	2700-002

Bill To:

Mr. Danny Thomas
Sears Holdings
3333 Beverly Road
Hoffman Estates, IL 60192

Job Location:

Soto Building
5525 S. Soto
Vernon, CA 90058

Your Contract #	Terms	Representative	Job Number
	Net 5	Mr. Danny Thomas	012-16-1147.1 Sears Soto Clean n Show

CUSTOMER NAME	DESCRIPTION	AMOUNT
JS Construction	Final Billing	73,550.00
	<p>Original Contract Amount: \$1,200,000</p> <p>Change Request 505,249</p> <p>Total Revised Contract Amount: \$1,705,249</p> <p>Gross Earned to Date: \$1,705,249</p> <p>Less Retention: 0.00% 0</p> <p>Less Previous Billings: 1,631,699</p> <p>TOTAL AMOUNT DUE: \$73,550</p>	

Total**\$73,550.00**

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT

Identifying Information

Name of Claimant: **JS Construction**
Name of Customer: **Sears Holdings Corporation**
Job Location: **5525 S. Soto Street, Vernon, CA 90058**
Owner: **Sears Holdings Corporation**

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn.

Maker of Check: **Sears Holdings Corporation**
Amount of Check: **\$73,550.00**
Check Payable To: **JS Construction**

Exceptions

This document does not affect any of the following:

1. Extras for which the claimant has not received payment.
2. The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 - a. Date(s) of waiver and release: **N/A**
 - b. Amount(s) of unpaid progress payment(s): **\$-0-**
3. Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and, (B) the right to recover compensation for work not compensated by the payment.

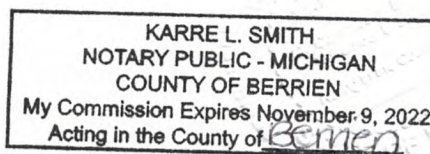
Claimant's Signature: _____
Claimant's Title: **President**
Date of Signature: 1/7/19



STATE OF: Michigan
COUNTY OF: Berrien

On the 7th day of January, before me personally came **Jeffery Smith** to me known, who, being by me duly sworn, did depose and say he is the **President** of **JS Construction** the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; and the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board or directors of said corporation, and that he signed his name thereto by like order.

Notary Public Karrel L. Smith



ORIGINAL

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: **Sears Holdings**
3333 Beverly Road
Hoffman Estates, IL 60192

FROM CONTRACTOR: **JS Construction**
9191 Santiago Drive
Huntington Beach, CA 92646

PROJECT: **Soto - Facility**
5525 S. Soto Vernon, CA

VIA ARCHITECT: N/A

CONTRACT FOR: **Building Renovation**

APPLICATION NO.: **2** Distribution to: ☒ OWNER
PERIOD TO: **31-Dec-18**
PROJECT NOS.: **012-16-1147**
CONTRACT DATE: **1-Feb-18**
CONTRACTOR: ☐ ARCHITECT
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM \$1,200,000
2. Net Change By Change Orders \$505,249
3. CONTRACT SUM TO DATE (Line 1 + 2) \$1,705,249
4. TOTAL COMPLETED & STORED TO DATE \$1,705,249
5. RETAINAGE \$0

0% of Completed Work
0% of Stored Material

Total Retainage

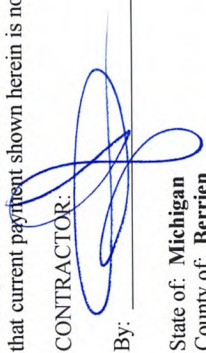
6. TOTAL EARNED LESS RETAINAGE \$0

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$1,631,699

8. CURRENT PAYMENT DUE \$73,550

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$0

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous month by Owner	\$0	-
Total approved this Month	\$505,249	-
TOTALS	\$505,249	-
NET CHANGE by Change Order		\$505,249

CONTRACTOR: 

State of: **Michigan**
County of: **Berrien**

Subscribed and sworn to before me this day 7th of JANUARY 2022
Notary Public: KARRE L. SMITH
My Commission expires: 11/9/2022



ARCHITECTS CERTIFICATE FOR PAYMENT

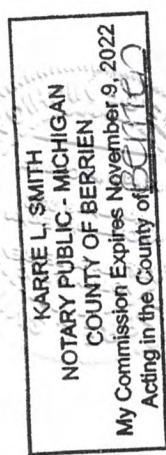
In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED\$ N/A

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.) ARCHITECT:

By: N/A Date:

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTINUATION SHEET

Page 2 of 2 Pages

2

Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NUMBER:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:
CONTRACT NUMBER:

7-Jan-19
31-Dec-18
N/A

A	B	C	D	E	F	G	H	I	NOTES
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 4.31%
			FROM PREVIOUS APPLICATIONS (D-E)	THIS PERIOD					
EXHIBIT B									
1	(50) Dock Bumpers	25,623	-	25,623	-	25,623	100%	-	1,105
1-a	Add - Install Metal Plates	16,591	-	16,591	-	16,591	100%	-	716
2	Replace (2) Overhead Doors	25,000	-	25,000	-	25,000	100%	-	1,078
2-a	Overhead Door Credit	(5,508)	-	(5,508)	-	(5,508)	0%	-	(238)
3	Replace Water Main	149,940	-	149,940	-	149,940	100%	-	6,467
3-a	Water Main - Material Increase	29,430	-	29,430	-	29,430	100%	-	1,269
4	Lighting	199,231	-	199,231	-	199,231	100%	-	8,593
4-a	Warehouse Lighting - Material Increase	59,424	-	59,424	-	59,424	100%	-	2,563
4-b	Replace Ballast in Offices	3,515	-	3,515	-	3,515	100%	-	152
5	Replace Main Switchgear	382,500	-	382,500	-	382,500	100%	-	16,498
5-a	Switchgear Changes	17,567	-	17,567	-	17,567	100%	-	758
6	Fire Sprinklers - Title 19	74,100	-	74,100	-	74,100	100%	-	3,196
6-a	Title 19 - Credit on Buyout	(33,725)	-	(33,725)	-	(33,725)	0%	-	(1,455)
7	ADA Ramp	62,025	-	62,025	-	62,025	100%	-	2,675
7-a	ADA Increase	11,775	-	11,775	-	11,775	100%	-	508
8	Misc. Clean Up Around Site, (On Going)	31,105	-	31,105	-	31,105	100%	-	1,342
8-a	Clean Up - Increase	4,651	-	4,651	-	4,651	100%	-	201
9	Roof Repair	150,000	-	150,000	-	150,000	100%	-	6,470
9-a	IRC Roof Survey, (2/24/17) - \$8,714.	-	-	-	-	-	0%	-	-
9-b	Repairs over offices - \$41,875.	-	-	-	-	-	0%	-	-
9-c	Repairs outside perimeter - \$75,479.	-	-	-	-	-	0%	-	-
10	Contingency	100,476	-	100,476	-	100,476	100%	-	4,334
10-a	Credit for adjustments above	(100,476)	-	(100,476)	-	(100,476)	0%	-	(4,334)
11	Building Systems	-	-	-	-	-	0%	-	-
11-a	Fire Doors	30,935	-	30,935	-	30,935	100%	-	1,334
11-b	Fire Alarm	24,813	-	24,813	-	24,813	100%	-	1,070
11-b 1	Fire Alarm - Monitoring To Date	825	-	825	-	825	100%	-	36
11c	HVAC & Exhaust Fans	210,113	-	210,113	-	210,113	100%	-	9,062
11d	Plumbing	9,250	-	9,250	-	9,250	100%	-	399
11e	Structural Damage	31,563	-	31,563	-	31,563	100%	-	1,361

CONTINUATION SHEET

Page 2 of 2 Pages
2

Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NUMBER:
APPLICATION DATE: 7-Jan-19
PERIOD TO: 31-Dec-18
ARCHITECTS PROJECT NO: N/A
CONTRACT NUMBER:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 4.31%	NOTES
			FROM PREVIOUS APPLICATIONS							
11f	Sewage Pump - Allowance	6,250	-		6,250	-	6,250	-	270	
11g	Parking Lot Sump Drain - Allowance	10,625	-		10,625	-	10,625	-	458	
12	City of Vernon Requirements									
12-a	Electrical Repairs	53,019	-		53,019	-	53,019	-	2,287	
12-b	Restroom & Warehouse Floor	23,531	-		23,531	-	23,531	-	1,015	
12-c	Building Address	1,281	-		1,281	-	1,281	-	55	
12-d	Drinking Water	595	-		595	-	595	-	26	
12-e	Fire Extinguishers	3,902	-		3,902	-	3,902	-	168	
12-f	Fire Department - Striping	4,155	-		4,155	-	4,155	-	179	
12-g	Office Modification Corrections	19,355	-		19,355	-	19,355	-	835	
13	Architectural & Engineering									
13-a	Electrical Engineering - Building Power Repair	2,583	-		2,583	-	2,583	-	111	
13-b	Architectural & Engineering - Electrical Room & Office Repairs	22,501	-		22,501	-	22,501	-	971	
13-c	Architectural - ADA Ramp	13,545	-		13,545	-	13,545	-	584	
13-d	Civil Engineer / Survey - ADA Ramp - Allowance	11,231	-		11,231	-	11,231	-	484	
14	Permits									
14-a	Restore Building Power Electrical	2,929	-		2,929	-	2,929	-	126	
14-b	Utility Company Charges	13,367	-		13,367	-	13,367	-	577	
14-c	Electrical Switchgear	2,129	-		2,129	-	2,129	-	92	
14-d	Office & Electrical Room	2,320	-		2,320	-	2,320	-	100	
14-e	Water Main, Warehouse Lighting	1,188	-		1,188	-	1,188	-	51	
15	-	-	-		-	-	-	-	-	
16	-	-	-		-	-	-	-	-	
17	-	-	-		-	-	-	-	-	
18	-	-	-		-	-	-	-	-	
19	-	-	-		-	-	-	-	-	
20	-	-	-		-	-	-	-	-	
21	-	-	-		-	-	-	-	-	
22	-	-	-		-	-	-	-	-	
23	-	-	-		-	-	-	-	-	
24	-	-	-		-	-	-	-	-	
25	-	-	-		-	-	-	-	-	
26	-	-	-		-	-	-	-	-	
27	-	-	-		-	-	-	-	-	
28	-	-	-		-	-	-	-	-	
	TOTAL	1,705,249	-		1,705,249	-	1,705,249	-	73,550	

BID TABULATION

2019 ROOF REPLACEMENT

Project: 647 Sears Street Vernon, CA 90058			Prepared for: Mr. Jeffery Smith Jeff Smith Building & Development, Inc.		
CONTRACTORS	CABRAL ROOFING	HOWARD ROOFING	RED POINTE ROOFING	SAN MARINO ROOFING	TSP ROOF
<u>BASE BID</u>					
All preparation work to existing metal roof system (including patching/repairing voids/gaps in existing metal roof system, providing new three-course applications of elastic cement and reinforcing fabric to metal laps, as well as providing new rust prohibitive primer applications to rusted/oxidized areas, etc.):	\$98,570.00	\$44,240.00		\$60,565.00	\$48,730.00
Installation of new specified white-acrylic coating applications to existing metal roof system, including base coat of metal bonding primer per the projects specifications:	\$435,192.00	\$118,966.00		\$181,519.00	\$120,500.00
<i>Estimated Square Footage of Roof Section:</i>	152,000	102,400		102,500	102,495
Restoration of internal sheet metal gutter assemblies with specified “major seal” liquid flashing:	\$11,713.00	\$12,520.00	PENDING SUBMITTAL	\$16,500.00	\$10,500.00
Restoration of existing sheet metal rain gutter assemblies along perimeter edges of building. Work to include resealing of lap joints with new urethane caulking applications and providing new wire mesh strainers at downspout openings:	\$4,680.00	\$6,282.00		\$18,680.00	\$8,000.00
The removal and replacement of existing fiberglass skylight panels with new fiberglass panels. New skylight panels are to match size of existing openings and are to be secured with new fasteners through steel/neoprene washers:	\$12,253.00	\$22,590.00		\$18,216.00	\$26,300.00
BASE BID TOTAL:	\$562,408.00	\$204,598.00		\$295,480.00	\$214,030.00
<u>UNIT PRICING</u>					
Provide a separate installed cost, per lineal foot, for the purchase and installation of additional sheet metal rain gutter assemblies:	\$23.50 <i>per lineal foot</i>	\$45.00 <i>per lineal foot</i>		\$60.00 <i>per lineal foot</i>	\$46.00 <i>per lineal foot</i>
Guaranteed No. of Working Days to Complete Project:	35	24		35	25

BID TABULATION

2019 ROOF REPLACEMENT

Project: 5525 South Soto Street Vernon, CA 90058			Prepared for: Mr. Jeffery Smith Jeff Smith Building & Development, Inc.		
CONTRACTORS	CABRAL ROOFING	HOWARD ROOFING	RED POINTE ROOFING	SAN MARINO ROOFING	TSP ROOF
BASE BID : ROOF SECTIONS A & B					
All preparation work to existing roof system (including removal of all wall flashing assemblies and sheet metal accessories, as well as removal and disposal of all flashings at penetrations and supports, etc.):	\$11,830.00	\$49,375.00	\$25,591.00	\$11,200.00	\$56,220.00
The installation of the new Specified Underwriters Laboratory Class “A” fire rated roof system consisting of a mechanically-attached, 60-mil thick, white, 3-ounce felt-back PVC single-ply roof system, inclusive all underlayment boards, flashings, sheet metal accessories and miscellaneous mechanical, electrical, plumbing and sheet metal work required to provide a complete system installation:	\$642,222.00	\$707,874.00	\$740,373.00	\$738,862.00	\$741,460.00
Estimated Square Footage of Roof Section	269,100	259,960	259,960	267,300	259,960
Miscellaneous work items (Including restoration of gas lines and the installation of new rubber block supports):	\$5,540.00	\$1,951.00	\$0.00	N/A	\$1,500.00
The preparation and restoration of existing clerestory window assemblies with new specified “wet seal” applications per the project specifications:	NO BID	\$47,350.00	\$251,656.00	\$149,490.00	\$51,000.00
Provide a new 4-inch wide hot-air welded PVC safety yellow warning line on the completed membrane surface:	\$5,980.00	\$12,570.00	\$6,729.00	\$6,719.00	\$12,200.00
BASE BID TOTAL FOR ROOF SECTIONS A AND B:	\$665,572.00	\$819,120.00	\$1,024,349.00	\$906,271.00	\$862,380.00
BASE BID : ROOF SECTION C (LOWER ROOF)					
Demolition of existing roof system, including ballasted gravel, insulation boards, sheet metal accessories and required abatement work down to the concrete substrate:	\$195,000.00	\$202,500.00	\$111,517.00	\$213,730.00	\$215,500.00
The installation of the new Specified Underwriters Laboratory Class “A” fire rated roof system consisting of a adhered, 60-mil thick, white, 9-ounce felt-back PVC single-ply roof system, inclusive all underlayment boards, flashings, sheet metal accessories and miscellaneous mechanical, electrical, plumbing and sheet metal work required to provide a complete system installation:	\$369,096.00	\$357,750.00	\$407,940.00	\$361,785.00	\$358,450.00
Estimated Square Footage of Roof Section:	105,800	98,741	98,741	98,800	98,741
Miscellaneous work items (Including restoration of gas lines and the installation of new rubber block supports):	\$2,450.00	\$2,150.00	\$0.00	N/A	\$1,500.00
The preparation and restoration of existing clerestory window assemblies with new specified “wet seal” applications per the project specifications:	NO BID	\$38,950.00	\$141,665.00	\$74,690.00	\$42,700.00
Provide a new 4-inch wide hot-air welded PVC safety yellow warning line on the completed membrane surface:	\$4,375.00	\$6,990.00	\$3,647.00	\$7,134.00	\$6,500.00
BASE BID TOTAL FOR ROOF SECTION C (LOWER ROOF):	\$570,921.00	\$608,340.00	\$664,769.00	\$657,339.00	\$624,650.00

BID TABULATION

2019 ROOF REPLACEMENT

Project: 5525 South Soto Street Vernon, CA 90058			Prepared for: Mr. Jeffery Smith Jeff Smith Building & Development, Inc.		
CONTRACTORS	CABRAL ROOFING	HOWARD ROOFING	RED POINTE ROOFING	SAN MARINO ROOFING	TSP ROOF
BASE BID : ROOF SECTIONS C (UPPER ROOF)					
Roof maintenance and repair actions, including the repair of membrane punctures, gouges, the resealing of tops of penetration flashings, the removal of miscellaneous debris accumulation from all drainage areas, waterways and bases of perimeter building walls, the retightening of all loose drain bolts, etc.:	\$2,241.00	\$3,800.00	\$3,340.00	\$9,500.00	\$3,500.00
BASE BID TOTAL FOR ROOF SECTION C (UPPER ROOF):	\$2,241.00	\$3,800.00	\$3,340.00	\$9,500.00	\$3,500.00
BASE BID : TRUCK DOCK METAL CANOPIES (SECTION A,B & C)					
Restoration of existing steep-sloped metal canopies over truck dock areas with new white reflective coating application applied at a minimum rate of 1-1/2 gallons per 100 square feet. Work to include application of rust prohibitive primer prior to application of new white reflective coating applications:	\$119,386.00	\$90,315.00	\$78,524.00	\$90,068.00	\$105,120.00
Estimated Square Footage of Metal Canopies:	24,800	23,900	23,894	19,000	24,000
Restoration of existing sheet metal rain gutters at the truck dock canopies, including resealing of lap joints with new urethane caulking applications:	\$8,028.00	\$12,600.00	\$11,709.00	\$19,800.00	\$10,200.00
BASE BID TOTAL FOR TRUCK DOCK METAL CANOPIES:	\$127,414.00	\$102,915.00	\$90,233.00	\$109,868.00	\$115,320.00
BASE BID GRAND TOTAL:	\$1,366,148.00	\$1,534,175.00	\$1,786,031.00	\$1,682,978.00	\$1,605,850.00
ALTERNATES					
Alternate #1: Provide a total additive cost , to the base bid price, for the fabrication and installation of new clerestory window wall assemblies at all clerestory window locations. Work to include removal of existing window assemblies, inclusive all gaskets, waterproofing seals and glass panels. Contractor to provide design details to Owner Representative for approval:	NO BID	NO BID	NO BID	PRICING IF AWARDED	NO BID
Alternate #2: Provide a total additive cost to include the installation of a 1.5-inch polyisocyanurate insulation board and a 1/4-inch thick DensDeck Prime roof cover board over concrete Roof Section C (Lower Roof), with both layers adhered using a low rise foam insulation adhesive in a ribbon application, and adhering the specified PVC feltback membrane using a water-based adhesive:	\$228,192.00	\$100,080.00	\$332,916.00	\$288,107.00	\$102,000.00
UNIT PRICING					
Provide a separate installed cost, per sheet, for the purchase and installation of additional DensDeck protection boards:	\$65.00 per 4' x 8' sheet	\$65.00 per 4' x 8' sheet	\$140.00 per 4' x 8' sheet	\$75.00 per 4' x 8' sheet	\$40.00 per 4' x 8' sheet
Provide a separate installed cost, per sheet, for the purchase and installation of additional 1.5-inch polyisocyanurate insulation boards.	\$56.00 per 4' x 8' sheet	\$65.00 per 4' x 8' sheet	\$135.00 per 4' x 8' sheet	\$65.00 per 4' x 8' sheet	\$42.00 per 4' x 8' sheet
Provide a separate installed cost, per lineal foot, for the purchase and installation of additional walkpad material:	\$32.00 per lineal foot	\$30.00 per lineal foot	\$22.00 per lineal foot	\$28.00 per lineal foot	\$22.00 per lineal foot
Provide a separate installed cost, per lineal foot, for the fabrication and installation of new 22-gauge, rain gutter assemblies at truck dock canopy match size and dimensions of existing gutter assemblies:	\$28.50 per lineal foot	\$45.00 per lineal foot	\$32.00 per lineal foot	\$15.00 per lineal foot	\$45.00 per lineal foot
Guaranteed No. of Working Days to Complete Project:	65	110	80 - 90	75	115-150

BID PROPOSAL

NAME OF BIDDER HOWARD ROOFING COMPANY, INC. DATE 7-12-19

ORIGINAL BID IS TO BE EMAILED TO:

INDEPENDENT ROOFING CONSULTANTS

Attention: Ms. Jessica Galicia-Valenzuela

jessica@ircotech.com

The undersigned, in compliance with your invitation for bids for the:

2019 ROOF RESTORATION

647 SEARS STREET

VERNON, CA 90058

having examined the Drawings and Specifications and related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby propose to furnish all labor, material and supplies as required for the work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part:

I/We acknowledge the receipt of the following addenda:

ONE (1) Dated: 6-27-19 Received 6-28-19

_____ Dated: _____ Received _____

Under the heading of base bid as described in this specification, the Undersigned proposes to furnish all labor and materials and assume all costs incurred to do the work of the contract including reroofing and all related work and subcontracts as located on the Owner's site, for the amounts listed as follows:

647 SEARS STREET
VERNON, CA 90058

2019 ROOF RESTORATION
SPECIFICATION

BASE BID

647 SEARS STREET

All preparation work to existing metal roof system (including patching/repairing voids/gaps in existing metal roof system, providing new three-course applications of elastic cement and reinforcing fabric to metal laps, as well as providing new rust prohibitive primer applications to rusted/oxidized areas, etc.):

FORTY-FOUR THOUSAND TWO HUNDRED FORTY AND 00/100. DOLLARS (\$ 44,240.00)

Installation of new specified white-acrylic coating applications to existing metal roof system, including base coat of metal bonding primer per the projects specifications:

ONE HUNDRED EIGHTEEN THOUSAND NINE HUNDRED DOLLARS (\$ 118,966.00)
SIXTY-SIX AND 00/100.

Estimated Square Footage of Roof Section: 102,400 S.F.

Restoration of internal sheet metal gutter assemblies with specified "major seal" liquid flashing:

TWELVE THOUSAND FIVE HUNDRED TWENTY AND 00/100. DOLLARS (\$ 12,520.00)

Restoration of existing sheet metal rain gutter assemblies along perimeter edges of building. Work to include resealing of lap joints with new urethane caulking applications and providing new wire mesh strainers at downspout openings:

SIX THOUSAND TWO HUNDRED EIGHTY-TWO AND 00/100. DOLLARS (\$ 6,282.00)

The removal and replacement of existing fiberglass skylight panels with new fiberglass panels. New skylight panels are to match size of existing openings and are to be secured with new fasteners through steel/neoprene washers:

TWENTY-TWO THOUSAND FIVE HUNDRED NINETY DOLLARS (\$ 22,590.00)
AND 00/100.

BASE BID TOTAL: TWO HUNDRED FOUR THOUSAND FIVE HUNDRED NINETY-EIGHT AND 00/100.

DOLLARS (\$ 204,598.00)

647 SEARS STREET
VERNON, CA 90058

2019 ROOF RESTORATION
SPECIFICATION

UNIT PRICES:

Provide a separate installed cost, per lineal foot, for the purchase and installation of additional sheet metal rain gutter assemblies:

Add \$ 45.00 per lineal foot.

I/We guarantee to complete the work within 24 working days should I/We be the successful bidder.

This bid shall be good for **60** days after bid opening.

LICENSE:

The undersigned has, or will have, all licenses required by law authorizing him to bid upon and to perform the Contract if awarded him.

Respectfully Submitted,

HOWARD ROOFING COMPANY, INC.

Contractor



Signature

FRANCISCO SANCHEZ

Print Name

GENERAL MANAGER

Title

245 N. MOUNTAIN VIEW AVE.

Address

POMONA, CA 91767

City and State

475568

Contractor's License Number

ATTACHMENT A
STATEMENT OF COORDINATION

The Undersigned acknowledges that, in the process of preparing a bid for the referenced category or work, he has examined the Contract Drawings; read and understands the requirements of the General and Supplementary Conditions; Addenda, if any; technical sections of the Specifications describing work categories for which the Undersigned is directly responsible, and those related sections which include additional requirements for cooperation, coordination, and compliance.

The Undersigned acknowledges his obligation to identify below any errors, omissions, conflicts, code violations, and improper use of materials discovered in the Contract Documents that could interfere with the timely completion, or increase the cost, of the category of work for which the Undersigned is responsible.

Except as noted below, the Undersigned has no objection to, or reservation about, the materials to be furnished or the conditions under which they will be installed, and is satisfied that he can complete his contractual responsibilities in a workman-like manner without extensive modifications or additional expense.

- EXCEPTIONS:
1. Owner / tenant to provide reasonable access adjacent to building.
 2. All roofing (except demo) performed during daytime hours (M-F).
 3. Not responsible for replacement of damaged or dislodged foil.
 4. Not responsible for any attachment to underside of decking, i.e. light fixtures, bulbs, sprinkler lines or conduits.
 5. Reasonable and professional care in removal and reinstallation of mechanical units. Howard Roofing Company, Inc. will not be responsible for damages incurred.
 6. Not responsible for realignment of satellite dishes.
 7. Not responsible for existing structural/framing damage or upgrades.
 8. Drawings / Engineering for smoke hatches if required by City of fire Department.
 9. Not responsible for interior protection, i.e. covering computers, equipment, machinery, warehouse products or boxes.

Submitted by: Howard Roofing Company, Inc.

Signed by:


Francisco Sanchez - General Manager

Date: 7-12-19

**ATTACHMENT B
SUBCONTRACTOR LISTING**

The Undersigned, in preparation of the project bid, declares the intent to use the following subcontractors:

DEMOLITION:

Company Name:	<u>L & M Roof Removal, Inc.</u>
Company Address:	<u>17657 Potter Valley Road</u>
	<u>Corona California 92880</u>
License No.:	<u>CSLB #949108</u>

SHEET METAL:

Company Name:	<u>Diversifab</u>
Company Address:	<u>15370 Fairfield Ranch Road, Unit G</u>
	<u>Chino Hills, California 91709</u>
License No.:	<u>#740419</u>

MECHANICAL:

Company Name:	<u>Kohler Mechanical, Inc.</u>
Company Address:	<u>9780 Cinch Ring Lane</u>
	<u>Alta Loma, California 91737</u>
License No.:	<u>#77034</u>

WATERPROOFING:

Company Name:	<u>Howard Roofing Company, Inc.</u>
Company Address:	<u>245 N. Mountain View Avenue</u>
	<u>Pomona, California 91767</u>
License No.:	<u>#475568</u>

OTHERS:

Type of Work:	<u>ELECTRICAL</u>
Company Name:	<u>AAA Service Electric</u>
Company Address:	<u>3545 Woodard Road</u>
	<u>Phelan California 92371</u>
License No.:	<u>#949024</u>

Type of Work:	<u></u>
Company Name:	<u></u>
Company Address:	<u></u>
	<u></u>
License No.:	<u></u>

BID PROPOSAL

NAME OF BIDDER HOWARD ROOFING COMPANY, INC. DATE 7-12-19

ORIGINAL BID IS TO BE EMAILED TO:

INDEPENDENT ROOFING CONSULTANTS

Attention: Ms. Jessica Galicia-Valenzuela

jessica@ircotech.com

The undersigned, in compliance with your invitation for bids for the:

2019 ROOF REPLACEMENT

5525 SOUTH SOTO STREET

VERNON, CA 90058

having examined the Drawings and Specifications and related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby propose to furnish all labor, material and supplies as required for the work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part:

I/We acknowledge the receipt of the following addenda:

ONE (1) Dated: 6-27-19 Received 6-28-19

_____ Dated: _____ Received _____

Under the heading of base bid as described in this specification, the Undersigned proposes to furnish all labor and materials and assume all costs incurred to do the work of the contract including reroofing and all related work and subcontracts as located on the Owner's site, for the amounts listed as follows:

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

BASE BID

5525 SOUTH SOTO STREET
(ROOF SECTIONS A AND B):

All preparation work to existing roof system (including removal of all wall flashing assemblies and sheet metal accessories, as well as removal and disposal of all flashings at penetrations and supports, etc.):

FORTY-NINE THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$ 49,375.00)
AND 00/100.

The installation of the new Specified Underwriters Laboratory Class "A" fire rated roof system consisting of a mechanically-attached, 60-mil thick, white, 3-ounce felt-back PVC single-ply roof system, inclusive all underlayment boards, flashings, sheet metal accessories and miscellaneous mechanical, electrical, plumbing and sheet metal work required to provide a complete system installation:

SEVEN HUNDRED SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$ 707,874.00)
SEVENTY-FOUR AND 00/100.

Estimated Square Footage of Roof Section: 259,960 S.F.

Miscellaneous work items (Including restoration of gas lines and the installation of new rubber block supports):

ONE THOUSAND NINE HUNDRED FIFTY-ONE AND 00/100. DOLLARS (\$ 1,951.00)

The preparation and restoration of existing clerestory window assemblies with new specified "wet seal" applications per the project specifications):

FORTY-SEVEN THOUSAND THREE HUNDRED FIFTY DOLLARS (\$ 47,350.00)
AND 00/100.

Provide a new 4-inch wide hot-air welded PVC safety yellow warning line on the completed membrane surface:

TWELVE THOUSAND FIVE HUNDRED SEVENTY AND 00/100. DOLLARS (\$ 12,570.00)

BASE BID TOTAL FOR ROOF SECTIONS A AND B: EIGHT HUNDRED NINETEEN THOUSAND ONE

HUNDRED TWENTY AND 00/100. DOLLARS (\$ 819,120.00)

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

BASE BID

5525 SOUTH SOTO STREET
(ROOF SECTION C (LOWER ROOF):

Demolition of existing roof system, including ballasted gravel, insulation boards, sheet metal accessories and required abatement work down to the concrete substrate:

TWO HUNDRED TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$ 202,500.00)

The installation of the new Specified Underwriters Laboratory Class "A" fire rated roof system consisting of a adhered, 60-mil thick, white, 9-ounce felt-back PVC single-ply roof system, inclusive all underlayment boards, flashings, sheet metal accessories and miscellaneous mechanical, electrical, plumbing and sheet metal work required to provide a complete system installation:

THREE HUNDRED FIFTY-SEVEN THOUSAND SEVEN HUNDRED DOLLARS (\$ 357,750.00)
FIFTY AND 00/100.

Estimated Square Footage of Roof Section: 98,741 S.F.

Miscellaneous work items (Including restoration of gas lines and the installation of new rubber block supports):

TWO THOUSAND ONE HUNDRED FIFTY AND 00/100. DOLLARS (\$ 2,150.00)

The preparation and restoration of existing clerestory window assemblies with new specified "wet seal" applications per the project specifications):

THIRTY-EIGHT THOUSAND NINE HUNDRED FIFTY DOLLARS (\$ 38,950.00)
AND 00/100.

Provide a new 4-inch wide hot-air welded PVC safety yellow warning line on the completed membrane surface:

SIX THOUSAND NINE HUNDRED NINETY AND 00/100. DOLLARS (\$ 6,990.00)

BASE BID TOTAL FOR ROOF SECTION C (LOWER ROOF): SIX HUNDRED EIGHT THOUSAND THREE

HUNDRED FORTY AND 00/100 DOLLARS (\$ 608,340.00)

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

BASE BID

5525 SOUTH SOTO STREET
(ROOF SECTION C (UPPER ROOF):

Roof maintenance and repair actions, including the repair of membrane punctures, gouges, the resealing of tops of penetration flashings, the removal of miscellaneous debris accumulation from all drainage areas, waterways and bases of perimeter building walls, the retightening of all loose drain bolts, etc.:

THREE THOUSAND EIGHT HUNDRED AND 00/100. DOLLARS (\$ 3,800.00)

BASE BID TOTAL FOR ROOF SECTION C (UPPER ROOF): THREE THOUSAND EIGHT HUNDRED

AND 00/100. DOLLARS (\$ 3,800.00)

**5525 SOUTH SOTO STREET
VERNON, CA 90058**

2019 Roof Replacement

BASE BID

5525 SOUTH SOTO STREET

(Truck Dock Metal Canopies (SECTIONS A, B AND C):

Restoration of existing steep-sloped metal canopies over truck dock areas with new white reflective coating application applied at a minimum rate of 1-1/2 gallons per 100 square feet. Work to include application of rust prohibitive primer prior to application of new white reflective coating applications:

NINETY THOUSAND THREE HUNDRED FIFTEEN AND 00/100 DOLLARS (\$ 90,315.00)

Estimated Square Footage of Metal Canopies: 23,900 S.F.

Restoration of existing sheet metal rain gutters at the truck dock canopies, including resealing of lap joints with new urethane caulking applications:

TWELVE THOUSAND SIX HUNDRED AND 00/100. DOLLARS (\$ 12,600.00)

BASE BID TOTAL FOR TRUCK DOCK METAL CANOPIES: ONE HUNDRED TWO THOUSAND NINE

HUNDRED FIFTEEN AND 00/100. DOLLARS (\$ 102,915.00)

BASE BID GRAND TOTAL : ONE MILLION FIVE HUNDRED THIRTY-FOUR THOUSAND ONE HUNDRED

SEVENTY-FIVE AND 00/100. DOLLARS (\$ 1,534,175.00)

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

ALTERNATES:

Alternate #1: Provide a **total additive cost**, to the base bid price, for the fabrication and installation of new clerestory window wall assemblies at all clerestory window locations. Work to include removal of existing window assemblies, inclusive all gaskets, waterproofing seals and glass panels. Contractor to provide design details to Owner Representative for approval:

(NO BID) DOLLARS (\$ 0.00)

Alternate #2: Provide a **total additive cost** to include the installation of a 1.5-inch polyisocyanurate insulation board and a 1/4-inch thick DensDeck Prime roof cover board over concrete Roof Section C (Lower Roof), with both layers adhered using a low rise foam insulation adhesive in a ribbon application, and adhering the specified PVC feltback membrane using a water-based adhesive:

ONE HUNDRED THOUSAND EIGHTY AND 00/100. DOLLARS (\$ 100,080.00)

UNIT PRICES:

Provide a separate installed cost, per board, for the purchase and installation of additional DensDeck protection boards:

Add \$ 65.00 per 4' x 8' sheet.

Provide a separate installed cost, per board, for the purchase and installation of additional 1.5-inch polyisocyanurate insulation boards.

Add \$ 65.00 per 4' x 8' sheet.

Provide a separate installed cost, per lineal foot, for the purchase and installation of additional walkpad material:

Add \$ 30.00 per lineal foot.

Provide a separate installed cost, per lineal foot, for the fabrication and installation of new 22-gauge, rain gutter assemblies at truck dock canopy match size and dimensions of existing gutter assemblies:

Add \$ 45.00 per lineal foot.

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

I/We guarantee to complete the work within 110 working days should I/We be the successful bidder.

This bid shall be good for 60 days after bid opening.

LICENSE:

The undersigned has, or will have, all licenses required by law authorizing him to bid upon and to perform the Contract if awarded him.

Respectfully Submitted,

HOWARD ROOFING COMPANY, INC.

Contractor

Fran Sanchez

Signature

FRANCISCO SANCHEZ

Print Name

GENERAL MANAGER

Title

245 N. MOUNTAIN VIEW AVE.

Address

POMONA, CA 91767

City and State

475568

Contractor's License Number

ATTACHMENT A
STATEMENT OF COORDINATION

The Undersigned acknowledges that, in the process of preparing a bid for the referenced category or work, he has examined the Contract Drawings; read and understands the requirements of the General and Supplementary Conditions; Addenda, if any; technical sections of the Specifications describing work categories for which the Undersigned is directly responsible, and those related sections which include additional requirements for cooperation, coordination, and compliance.

The Undersigned acknowledges his obligation to identify below any errors, omissions, conflicts, code violations, and improper use of materials discovered in the Contract Documents that could interfere with the timely completion, or increase the cost, of the category of work for which the Undersigned is responsible.

Except as noted below, the Undersigned has no objection to, or reservation about, the materials to be furnished or the conditions under which they will be installed, and is satisfied that he can complete his contractual responsibilities in a workman-like manner without extensive modifications or additional expense.

- EXCEPTIONS:
1. Owner / tenant to provide reasonable access adjacent to building.
 2. All roofing (except demo) performed during daytime hours (M-F).
 3. Not responsible for replacement of damaged or dislodged foil.
 4. Not responsible for any attachment to underside of decking, i.e. light fixtures, bulbs, sprinkler lines or conduits.
 5. Reasonable and professional care in removal and reinstallation of mechanical units. Howard Roofing Company, Inc. will not be responsible for damages incurred.
 6. Not responsible for realignment of satellite dishes.
 7. Not responsible for existing structural/framing damage or upgrades.
 8. Drawings / Engineering for smoke hatches if required by City of Fire Department.
 9. Not responsible for interior protection, i.e. covering computers, equipment, machinery, warehouse products or boxes.

Submitted by: Howard Roofing Company, Inc.

Signed by:


Francisco Sanchez - General Manager

Date: 7-12-2019

ATTACHMENT B
SUBCONTRACTOR LISTING

The Undersigned, in preparation of the project bid, declares the intent to use the following subcontractors:

DEMOLITION:

Company Name:	<u>L & M Roof Removal, Inc.</u>
Company Address:	<u>17657 Potter Valley Road</u>
	<u>Corona California 92880</u>
License No.:	<u>CSLB #949108</u>

SHEET METAL:

Company Name:	<u>Diversifab</u>
Company Address:	<u>15370 Fairfield Ranch Road, Unit G</u>
	<u>Chino Hills, California 91709</u>
License No.:	<u>#740419</u>

MECHANICAL:

Company Name:	<u>Kohler Mechanical, Inc.</u>
Company Address:	<u>9780 Cinch Ring Lane</u>
	<u>Alta Loma, California 91737</u>
License No.:	<u>#77034</u>

WATERPROOFING:

Company Name:	<u>Howard Roofing Company, Inc.</u>
Company Address:	<u>245 N. Mountain View Avenue</u>
	<u>Pomona, California 91767</u>
License No.:	<u>#475568</u>

OTHERS:

Type of Work:	<u>ELECTRICAL</u>
Company Name:	<u>AAA Service Electric</u>
Company Address:	<u>3545 Woodard Road</u>
	<u>Phelan California 92371</u>
License No.:	<u>#949024</u>

Type of Work:	<u></u>
Company Name:	<u></u>
Company Address:	<u></u>
	<u></u>
License No.:	<u></u>

BID PROPOSAL

NAME OF BIDDER Red Pointe Roofing DATE 07-16-2019

ORIGINAL BID IS TO BE EMAILED TO:

INDEPENDENT ROOFING CONSULTANTS

Attention: Ms. Jessica Galicia-Valenzuela

jessica@ircotech.com

The undersigned, in compliance with your invitation for bids for the:

2019 ROOF REPLACEMENT

5525 SOUTH SOTO STREET

VERNON, CA 90058

having examined the Drawings and Specifications and related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby propose to furnish all labor, material and supplies as required for the work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part:

I/We acknowledge the receipt of the following addenda:

1 Dated: June 27, 2019 Received June 28, 2019

--- Dated: --- Received ---

Under the heading of base bid as described in this specification, the Undersigned proposes to furnish all labor and materials and assume all costs incurred to do the work of the contract including reroofing and all related work and subcontracts as located on the Owner's site, for the amounts listed as follows:

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

BASE BID

5525 SOUTH SOTO STREET
(ROOF SECTIONS A AND B):

All preparation work to existing roof system (including removal of all wall flashing assemblies and sheet metal accessories, as well as removal and disposal of all flashings at penetrations and supports, etc.):

Twenty Five Thousand

Five Hundred Ninety One DOLLARS (\$ 25,591.00)

The installation of the new Specified Underwriters Laboratory Class "A" fire rated roof system consisting of a mechanically-attached, 60-mil thick, white, 3-ounce felt-back PVC single-ply roof system, inclusive all underlayment boards, flashings, sheet metal accessories and miscellaneous mechanical, electrical, plumbing and sheet metal work required to provide a complete system installation:

Seven Hundred Forty Thousand

Three Hundred Seventy Three DOLLARS (\$ 740,373.00)

Estimated Square Footage of Roof Section: 259,960

Miscellaneous work items (Including restoration of gas lines and the installation of new rubber block supports):

Zero DOLLARS (\$ 0.00)

The preparation and restoration of existing clerestory window assemblies with new specified "wet seal" applications per the project specifications):

Two Hundred Fifty One Thousand

Six Hundred Fifty Six DOLLARS (\$ 251,656.00)

Provide a new 4-inch wide hot-air welded PVC safety yellow warning line on the completed membrane surface:

Six Thousand Seven Hundred Twenty Nine DOLLARS (\$ 6,729.00)

BASE BID TOTAL FOR ROOF SECTIONS A AND B: *One Million Twenty Four*

Thousand Three Hundred Forty Nine DOLLARS (\$ 1,024,349.00)

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

BASE BID

**5525 SOUTH SOTO STREET
(ROOF SECTION C (LOWER ROOF):**

Demolition of existing roof system, including ballasted gravel, insulation boards, sheet metal accessories and required abatement work down to the concrete substrate:

One Hundred Eleven Thousand

Five Hundred Seventeen DOLLARS (\$ 111,517.00)

The installation of the new Specified Underwriters Laboratory Class "A" fire rated roof system consisting of a adhered, 60-mil thick, white, 9-ounce felt-back PVC single-ply roof system, inclusive all underlayment boards, flashings, sheet metal accessories and miscellaneous mechanical, electrical, plumbing and sheet metal work required to provide a complete system installation:

Four Hundred Seven Thousand

Nine Hundred Forty DOLLARS (\$ 407,940.00)

Estimated Square Footage of Roof Section: 98,741

Miscellaneous work items (Including restoration of gas lines and the installation of new rubber block supports):

Zero DOLLARS (\$ 0.00)

The preparation and restoration of existing clerestory window assemblies with new specified "wet seal" applications per the project specifications):

One Hundred Forty One Thousand

Six Hundred Sixty Five DOLLARS (\$ 141,665.00)

Provide a new 4-inch wide hot-air welded PVC safety yellow warning line on the completed membrane surface:

Three Thousand Six Hundred Forty Seven DOLLARS (\$ 3,647.00)

BASE BID TOTAL FOR ROOF SECTION C (LOWER ROOF): Six Hundred Sixty Four

Thousand Seven Hundred Sixty Nine DOLLARS (\$ 664,769.00)

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

BASE BID

5525 SOUTH SOTO STREET
(ROOF SECTION C (UPPER ROOF):

Roof maintenance and repair actions, including the repair of membrane punctures, gouges, the resealing of tops of penetration flashings, the removal of miscellaneous debris accumulation from all drainage areas, waterways and bases of perimeter building walls, the retightening of all loose drain bolts, etc.:

Three Thousand Three Hundred Forty DOLLARS (\$ 3,340.00)

BASE BID TOTAL FOR ROOF SECTION C (UPPER ROOF): Three Thousand Three

Hundred Forty DOLLARS (\$ 3,340.00)

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

BASE BID

5525 SOUTH SOTO STREET

(Truck Dock Metal Canopies (SECTIONS A, B AND C):

Restoration of existing steep-sloped metal canopies over truck dock areas with new white reflective coating application applied at a minimum rate of 1-1/2 gallons per 100 square feet. Work to include application of rust prohibitive primer prior to application of new white reflective coating applications:

Seventy Eight Thousand

Five Hundred Twenty Four DOLLARS (\$ 78,524.00)

Estimated Square Footage of Metal Canopies: 23,894

Restoration of existing sheet metal rain gutters at the truck dock canopies, including resealing of lap joints with new urethane caulking applications:

Eleven Thousand Seven Hundred Nine DOLLARS (\$ 11,709.00)

BASE BID TOTAL FOR TRUCK DOCK METAL CANOPIES: Ninety Thousand Two

Hundred Thirty Three DOLLARS (\$ 90,233.00)

BASE BID GRAND TOTAL : One Million Seven Hundred Eighty Six Thousand

Thirty One DOLLARS (\$ 1,786,031.00)

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

ALTERNATES:

Alternate #1: Provide a **total additive cost**, to the base bid price, for the fabrication and installation of new clerestory window wall assemblies at all clerestory window locations. Work to include removal of existing window assemblies, inclusive all gaskets, waterproofing seals and glass panels. Contractor to provide design details to Owner Representative for approval:

NO BID DOLLARS (\$ NO BID)

Alternate #2: Provide a **total additive cost** to include the installation of a 1.5-inch polyisocyanurate insulation board and a 1/4-inch thick DensDeck Prime roof cover board over concrete Roof Section C (Lower Roof), with both layers adhered using a low rise foam insulation adhesive in a ribbon application, and adhering the specified PVC feltback membrane using a water-based adhesive:

Three Hundred Thirty Two

Thousand Nine Hundred Sixteen DOLLARS (\$ 332,916.00)

UNIT PRICES:

Provide a separate installed cost, per board, for the purchase and installation of additional DensDeck protection boards:

Add \$ 140.00 per 4' x 8' sheet.

Provide a separate installed cost, per board, for the purchase and installation of additional 1.5-inch polyisocyanurate insulation boards.

Add \$ 135.00 per 4' x 8' sheet.

Provide a separate installed cost, per lineal foot, for the purchase and installation of additional walkpad material:

Add \$ 22.00 per lineal foot.

Provide a separate installed cost, per lineal foot, for the fabrication and installation of new 22-gauge, rain gutter assemblies at truck dock canopy match size and dimensions of existing gutter assemblies:

Add \$ 32.00 per lineal foot.

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

I/We guarantee to complete the work within 80-90 working days should I/We be the successful bidder.


This bid shall be good for **60** days after bid opening.

LICENSE:

The undersigned has, or will have, all licenses required by law authorizing him to bid upon and to perform the Contract if awarded him.

Respectfully Submitted,

Red Pointe Roofing
Contractor


Signature

Tod Fritts
Print Name

Sr. Project Manager
Title

1814 N. Neville Street
Address

Orange, CA 92865
City and State

983705
Contractor's License Number

STATEMENT OF COORDINATION


The Undersigned acknowledges that, in the process of preparing a bid for the referenced category of work, he has examined the Contract Drawings, read and understands the requirements of the General and Supplementary Conditions, Addenda (if any), technical sections of the Specifications describing work categories for which the Undersigned is directly responsible, and those related sections which include additional requirements for cooperation, coordination, and compliance.

The Undersigned acknowledges his obligation to identify below any errors, omissions, conflicts, code violations, and improper use of materials discovered in the Contract Documents that could interfere with the timely completion, or increase the cost, of the category of work for which the Undersigned is responsible.

Except as noted below, the Undersigned has no objection to, or reservation about, the materials to be furnished or the conditions under which they will be installed, and is satisfied that he can complete his contractual responsibilities in a workmanlike manner without extensive modifications or additional expense.

EXCEPTIONS: Proposal is based on utilizing areas adjacent to the building for loading and off-loading
materials as well as during the project for staging of equipment.
Proposal is based on work items being performed during normal working hours,
Reattachment of items on the underside of the deck that may become dis-lodged
during normal reroofing operations.

Submitted By: Red Pointe Roofing

Signed By:  _____ Date: 07-16-2019
Tod Fritts, Sr. Project Manager

ATTACHMENT B

SUBCONTRACTOR LISTING

The Undersigned, in preparation of the project bid, declares the intent to use the following subcontractors:

DEMOLITION:

Company Name: Jeff Penn Services
Company Address: PO Box 11376
Westminster, CA 92685
License No.: 838841

SHEET METAL:

Company Name: None
Company Address: _____
License No.: _____

MECHANICAL:

Company Name: None
Company Address: _____
License No.: _____

WATERPROOFING:

Company Name: Mark Beamish Waterproofing, Inc.
Company Address: 1732 Reynolds Ave.
Irvine, CA 92614
License No.: 650346

OTHERS:

Type of Work: Asbestos Abatement
Company Name: Gama Contracting Services, Inc.
Company Address: 1835 Floradale Ave.
El Monte, CA 91733
License No.: 780316

Type of Work: _____
Company Name: _____
Company Address: _____
License No.: _____

BID PROPOSAL

NAME OF BIDDER TSP Roof Systems, Inc. DATE 7-12-2019

ORIGINAL BID IS TO BE EMAILED TO:

INDEPENDENT ROOFING CONSULTANTS

Attention: Ms. Jessica Galicia-Valenzuela

jessica@irctech.com

The undersigned, in compliance with your invitation for bids for the:

2019 ROOF RESTORATION

647 SEARS STREET

VERNON, CA 90058

having examined the Drawings and Specifications and related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby propose to furnish all labor, material and supplies as required for the work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part:

I/We acknowledge the receipt of the following addenda:

1 Dated: 6-27-2019 Received

Dated: Received

Under the heading of base bid as described in this specification, the Undersigned proposes to furnish all labor and materials and assume all costs incurred to do the work of the contract including reroofing and all related work and subcontracts as located on the Owner's site, for the amounts listed as follows:

647 SEARS STREET
VERNON, CA 90058

2019 ROOF RESTORATION
SPECIFICATION

BASE BID

647 SEARS STREET

All preparation work to existing metal roof system (including patching/repairing voids/gaps in existing metal roof system, providing new three-course applications of elastic cement and reinforcing fabric to metal laps, as well as providing new rust prohibitive primer applications to rusted/oxidized areas, etc.):

Forty eight thousand seven hundred thirty DOLLARS (\$48,730.00)

Installation of new specified white-acrylic coating applications to existing metal roof system, including base coat of metal bonding primer per the projects specifications:

One hundred twenty thousand five hundred DOLLARS (\$120,500.00)

Estimated Square Footage of Roof Section: 102,495

Restoration of internal sheet metal gutter assemblies with specified "major seal" liquid flashing:

Ten thousand five hundred DOLLARS (\$10,500.00)

Restoration of existing sheet metal rain gutter assemblies along perimeter edges of building. Work to include resealing of lap joints with new urethane caulking applications and providing new wire mesh strainers at downspout openings:

Eight thousand DOLLARS (\$8,000.00)

The removal and replacement of existing fiberglass skylight panels with new fiberglass panels. New skylight panels are to match size of existing openings and are to be secured with new fasteners through steel/neoprene washers:

Twenty six thousand three hundred DOLLARS (\$26,300.00)

BASE BID TOTAL: two hundred fourteen thousand thirty

DOLLARS (\$214,030.00)

647 SEARS STREET
VERNON, CA 90058

2019 ROOF RESTORATION
SPECIFICATION

UNIT PRICES:

Provide a separate installed cost, per lineal foot, for the purchase and installation of additional sheet metal rain gutter assemblies:

Add \$46.00_____per lineal foot.

I/We guarantee to complete the work within 25 working days should I/We be the successful bidder.

This bid shall be good for **60** days after bid opening.

LICENSE:

The undersigned has, or will have, all licenses required by law authorizing him to bid upon and to perform the Contract if awarded him.

Respectfully Submitted,

TSP Roof Systems, Inc.

Contractor

Michael Lindstrom

Signature

Michael Lindstrom

Print Name

President

Title

34 Mauchly Dr. Unit A

Address

Irvine, Ca. 92618

City and State

B/C-39-971765

Contractor's License Number

647 SEARS STREET
VERNON, CA 90058

2019 ROOF RESTORATION
SPECIFICATION

ATTACHMENT A
STATEMENT OF COORDINATION

The Undersigned acknowledges that, in the process of preparing a bid for the referenced category of work, he has examined the Contract Drawings; read and understands the requirements of the General and Supplementary Conditions; Addenda, if any; technical sections of the Specifications describing work categories for which the Undersigned is directly responsible, and those related sections which include additional requirements for cooperation, coordination, and compliance.

The Undersigned acknowledges his obligation to identify below any errors, omissions, conflicts, code violations, and improper use of materials discovered in the Contract Documents that could interfere with the timely completion, or increase the cost, of the category of work for which the Undersigned is responsible.

Except as noted below, the Undersigned has no objection to, or reservation about, the materials to be furnished or the conditions under which they will be installed, and is satisfied that he can complete his contractual responsibilities in a workman-like manner without extensive modifications or additional expense.

EXCEPTIONS: Damage caused to existing mechanical units and equipment due to rusted or corroded electrical, gas or plumbing connections. Application of roof system to any roof mounted curb or mechanical equipment not existing at time of inspection for estimate. Damaged and/or dry rot conditions found in roof sheathing or structural members. Protection of completed roof system from other trades. Tree Trimming. Structural analysis, surveys of equipment and conditions, stucco walls, realignment of existing antennas and/or satellite dishes. Monitoring and / or abatement of asbestos and / or any materials determined by the State or Federal government to be hazardous. TSP Roof Systems is not responsible for structural defects due to construction design or undetected roof deck deflection resulting in areas of ponding water discovered after new roof system has been installed. Painting. Lighting, foil and equipment attached to underside of roof on deck.

Submitted by: TSP Roof Systems Inc.

Signed by: Michael Lindstrom Date: 7-12-2019

647 SEARS STREET
VERNON, CA 90058

2019 ROOF RESTORATION
SPECIFICATION

ATTACHMENT B
SUBCONTRACTOR LISTING

The Undersigned, in preparation of the project bid, declares the intent to use the following subcontractors:

DEMOLITION:

Company Name: L & M Roof Removal, Inc.
Company Address: P.O. BOX 1709
Rancho Cucamonga, CA 91729 US
License No.: _____

SHEET METAL:

Company Name: BT Sheet Metal
Company Address: 1031 Calle Trepadora Suite D
San Clemente, CA 92673
License No.: 761893

MECHANICAL:

Company Name: _____
Company Address: _____

License No.: _____

WATERPROOFING:

Company Name: _____
Company Address: _____

License No.: _____

OTHERS:

Type of Work: Abatement
Company Name: Brickley Environmental
Company Address: 957 Reece St, San Bernardino, CA _____

License No.: _____

647 SEARS STREET
VERNON, CA 90058

2019 ROOF RESTORATION
SPECIFICATION

BID PROPOSAL

NAME OF BIDDER TSP Roof Systems, Inc. **DATE** 7-12-2019

ORIGINAL BID IS TO BE EMAILED TO:

INDEPENDENT ROOFING CONSULTANTS

Attention: Ms. Jessica Galicia-Valenzuela

jessica@irctech.com

The undersigned, in compliance with your invitation for bids for the:

2019 ROOF REPLACEMENT

5525 SOUTH SOTO STREET

VERNON, CA 90058

having examined the Drawings and Specifications and related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby propose to furnish all labor, material and supplies as required for the work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part:

I/We acknowledge the receipt of the following addenda:

1 Dated: 6-26-2019 Received

Dated: Received

Under the heading of base bid as described in this specification, the Undersigned proposes to furnish all labor and materials and assume all costs incurred to do the work of the contract including reroofing and all related work and subcontracts as located on the Owner's site, for the amounts listed as follows:

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

BASE BID

5525 SOUTH SOTO STREET
(ROOF SECTIONS A AND B):

All preparation work to existing roof system (including removal of all wall flashing assemblies and sheet metal accessories, as well as removal and disposal of all flashings at penetrations and supports, etc.):

Fifty six thousand two hundred twenty DOLLARS (\$56,220.00)

The installation of the new Specified Underwriters Laboratory Class "A" fire rated roof system consisting of a mechanically-attached, 60-mil thick, white, 3-ounce felt-back PVC single-ply roof system, inclusive all underlayment boards, flashings, sheet metal accessories and miscellaneous mechanical, electrical, plumbing and sheet metal work required to provide a complete system installation:

Seven hundred forty one thousand four hundred sixty DOLLARS (\$741,460.00)

Estimated Square Footage of Roof Section: 259,960

Miscellaneous work items (Including restoration of gas lines and the installation of new rubber block supports):

One thousand five hundred DOLLARS (\$1,500.00)

The preparation and restoration of existing clerestory window assemblies with new specified "wet seal" applications per the project specifications):

Fifty one thousand DOLLARS (\$51,000.00)

Provide a new 4-inch wide hot-air welded PVC safety yellow warning line on the completed membrane surface:

Twelve thousand two hundred DOLLARS (\$12,200.00)

BASE BID TOTAL FOR ROOF SECTIONS A AND B:Eight hundred sixty two thousand three
hundred eighty DOLLARS (\$862,380.00)

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

BASE BID

**5525 SOUTH SOTO STREET
(ROOF SECTION C (LOWER ROOF):**

Demolition of existing roof system, including ballasted gravel, insulation boards, sheet metal accessories and required abatement work down to the concrete substrate:

Two hundred fifteen thousand five hundred DOLLARS (\$215,500.00)

The installation of the new Specified Underwriters Laboratory Class "A" fire rated roof system consisting of a adhered, 60-mil thick, white, 9-ounce felt-back PVC single-ply roof system, inclusive all underlayment boards, flashings, sheet metal accessories and miscellaneous mechanical, electrical, plumbing and sheet metal work required to provide a complete system installation:

Three hundred fifty eight thousand four hundred fifty DOLLARS (\$358,450.00)

Estimated Square Footage of Roof Section: 98,741

Miscellaneous work items (Including restoration of gas lines and the installation of new rubber block supports):

One thousand five hundred DOLLARS (\$1,500.00)

The preparation and restoration of existing clerestory window assemblies with new specified "wet seal" applications per the project specifications):

Forty two thousand seven hundred DOLLARS (\$42,700.00)

Provide a new 4-inch wide hot-air welded PVC safety yellow warning line on the completed membrane surface:

Six thousand five hundred DOLLARS (\$6,500.00)

BASE BID TOTAL FOR ROOF SECTION C (LOWER ROOF): Six hundred twenty four

thousand six hundred fifty DOLLARS (\$ 624,650.00)

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

BASE BID

5525 SOUTH SOTO STREET
(ROOF SECTION C (UPPER ROOF):

Roof maintenance and repair actions, including the repair of membrane punctures, gouges, the resealing of tops of penetration flashings, the removal of miscellaneous debris accumulation from all drainage areas, waterways and bases of perimeter building walls, the retightening of all loose drain bolts, etc.:

Three thousand five hundred _____ DOLLARS (\$3,500.00 _____)

BASE BID TOTAL FOR ROOF SECTION C (UPPER ROOF): One million four hundred _____

Ninety thousand five hundred thirty _____ DOLLARS (\$1,490,530.00 _____)

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

BASE BID

5525 SOUTH SOTO STREET

(Truck Dock Metal Canopies (SECTIONS A, B AND C):

Restoration of existing steep-sloped metal canopies over truck dock areas with new white reflective coating application applied at a minimum rate of 1-1/2 gallons per 100 square feet. Work to include application of rust prohibitive primer prior to application of new white reflective coating applications:

One hundred five thousand one hundred twenty DOLLARS (\$105,120.00)

Estimated Square Footage of Metal Canopies: 2,400

Restoration of existing sheet metal rain gutters at the truck dock canopies, including resealing of lap joints with new urethane caulking applications:

Ten thousand two hundred DOLLARS (\$10,200.00)

BASE BID TOTAL FOR TRUCK DOCK METAL CANOPIES: One hundred fifteen thousand
three hundred twenty DOLLARS (\$115,320.00)

BASE BID GRAND TOTAL : One million six hundred five thousand eight hundred fifty
 DOLLARS (\$1,605,850.00)

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

ALTERNATES:

Alternate #1: Provide a **total additive cost**, to the base bid price, for the fabrication and installation of new clerestory window wall assemblies at all clerestory window locations. Work to include removal of existing window assemblies, inclusive all gaskets, waterproofing seals and glass panels. Contractor to provide design details to Owner Representative for approval:

_____ DOLLARS (\$No Bid _____)

Alternate #2: Provide a **total additive cost** to include the installation of a 1.5-inch polyisocyanurate insulation board and a 1/4-inch thick DensDeck Prime roof cover board over concrete Roof Section C (Lower Roof), with both layers adhered using a low rise foam insulation adhesive in a ribbon application, and adhering the specified PVC feltback membrane using a water-based adhesive:

One hundred two thousand _____ DOLLARS (\$102,000.00 _____)

UNIT PRICES:

Provide a separate installed cost, per board, for the purchase and installation of additional DensDeck protection boards:

Add \$ 40.00 _____ per 4' x 8' sheet.

Provide a separate installed cost, per board, for the purchase and installation of additional 1.5-inch polyisocyanurate insulation boards.

Add \$42.00 _____ per 4' x 8' sheet.

Provide a separate installed cost, per lineal foot, for the purchase and installation of additional walkpad material:

Add \$ 22.00 _____ per lineal foot.

Provide a separate installed cost, per lineal foot, for the fabrication and installation of new 22-gauge, rain gutter assemblies at truck dock canopy match size and dimensions of existing gutter assemblies:

Add \$45.00 _____ per lineal foot.

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

I/We guarantee to complete the work within 115-120 working days should I/We be the successful bidder.

This bid shall be good for **60** days after bid opening.

LICENSE:

The undersigned has, or will have, all licenses required by law authorizing him to bid upon and to perform the Contract if awarded him.

Respectfully Submitted,

TSP Roof Systems, Inc.

Contractor

Michael Lindstrom

Signature

Michael Lindstrom

Print Name

President

Title

34 Mauchly Dr. Unit A

Address

Irvine, Ca. 92618

City and State

B/C-39-971765

Contractor's License Number

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

ATTACHMENT A

STATEMENT OF COORDINATION

The Undersigned acknowledges that, in the process of preparing a bid for the referenced category of work, he has examined the Contract Drawings; read and understands the requirements of the General and Supplementary Conditions; Addenda, if any; technical sections of the Specifications describing work categories for which the Undersigned is directly responsible, and those related sections which include additional requirements for cooperation, coordination, and compliance.

The Undersigned acknowledges his obligation to identify below any errors, omissions, conflicts, code violations, and improper use of materials discovered in the Contract Documents that could interfere with the timely completion, or increase the cost, of the category of work for which the Undersigned is responsible.

Except as noted below, the Undersigned has no objection to, or reservation about, the materials to be furnished or the conditions under which they will be installed, and is satisfied that he can complete his contractual responsibilities in a workman-like manner without extensive modifications or additional expense.

EXCEPTIONS: Damage caused to existing mechanical units and equipment due to rusted or corroded electrical, gas or plumbing connections. Application of roof system to any roof mounted curb or mechanical equipment not existing at time of inspection for estimate. Damaged and/or dry rot conditions found in roof sheathing or structural members. Protection of completed roof system from other trades. Tree Trimming. Structural analysis, surveys of equipment and conditions, stucco walls, realignment of existing antennas and/or satellite dishes. Monitoring and / or abatement of asbestos and / or any materials determined by the State or Federal government to be hazardous. TSP Roof Systems is not responsible for structural defects due to construction design or undetected roof deck deflection resulting in areas of ponding water discovered after new roof system has been installed. Painting. Lighting, foil and equipment attached to underside of roof on deck.

Submitted by: TSP Roof Systems Inc.

Signed by: Michael Lindstrom Date: 7-12-2019

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

ATTACHMENT B
SUBCONTRACTOR LISTING

The Undersigned, in preparation of the project bid, declares the intent to use the following subcontractors:

DEMOLITION:

Company Name: L & M Roof Removal, Inc.
Company Address: P.O. BOX 1709
Rancho Cucamonga, CA 91729 US
License No.: _____

SHEET METAL:

Company Name: BT Sheet Metal
Company Address: 1031 Calle Trepadora Suite D
San Clemente, CA 92673
License No.: 761893

MECHANICAL:

Company Name: _____
Company Address: _____

License No.: _____

WATERPROOFING:

Company Name: _____
Company Address: _____

License No.: _____

OTHERS:

Type of Work: Abatement
Company Name: Brickley Environmental
Company Address: 957 Reece St, San Bernardino, CA _____

License No.: _____

BID PROPOSAL

NAME OF BIDDER Cabral Roofing & Waterproofing Corporation DATE July 12, 2019

ORIGINAL BID IS TO BE EMAILED TO:

INDEPENDENT ROOFING CONSULTANTS

Attention: Ms. Jessica Galicia-Valenzuela

jessica@irctech.com

The undersigned, in compliance with your invitation for bids for the:

2019 ROOF RESTORATION

647 SEARS STREET

VERNON, CA 90058

having examined the Drawings and Specifications and related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby propose to furnish all labor, material and supplies as required for the work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part:

I/We acknowledge the receipt of the following addenda:

1 Dated: 6/27/19 Received 6/28/19

_____ Dated: _____ Received _____

Under the heading of base bid as described in this specification, the Undersigned proposes to furnish all labor and materials and assume all costs incurred to do the work of the contract including reroofing and all related work and subcontracts as located on the Owner's site, for the amounts listed as follows:

647 SEARS STREET
VERNON, CA 90058

2019 ROOF RESTORATION
SPECIFICATION

BASE BID

647 SEARS STREET

All preparation work to existing metal roof system (including patching/repairing voids/gaps in existing metal roof system, providing new three-course applications of elastic cement and reinforcing fabric to metal laps, as well as providing new rust prohibitive primer applications to rusted/oxidized areas, etc.):

Ninety Eight Thousand Five Hundred Seventy and 00/100 DOLLARS (\$ \$98,570.00)

Installation of new specified white-acrylic coating applications to existing metal roof system, including base coat of metal bonding primer per the projects specifications:

Four Hundred Thirty Five Thousand
One Hundred Ninety-Two and 00/100 DOLLARS (\$ \$435,192.00)

Estimated Square Footage of Roof Section: 152,000 SF

Restoration of internal sheet metal gutter assemblies with specified "major seal" liquid flashing:

Eleven Thousand Seven Hundred Thirteen and 00/100 DOLLARS (\$ \$11,713.00)

Restoration of existing sheet metal rain gutter assemblies along perimeter edges of building. Work to include resealing of lap joints with new urethane caulking applications and providing new wire mesh strainers at downspout openings:

Four Thousand Six Hundred Eighty and 00/100 DOLLARS (\$ \$4,680.00)

The removal and replacement of existing fiberglass skylight panels with new fiberglass panels. New skylight panels are to match size of existing openings and are to be secured with new fasteners through steel/neoprene washers:

Twelve Thousand Two Hundred Fifty-Three and 00/100 DOLLARS (\$ \$12,253.00)

BASE BID TOTAL:Five Hundred Sixty Two thousand Four Hundred-Eight and 00/100
DOLLARS (\$ \$562,408.00)

647 SEARS STREET
VERNON, CA 90058

2019 ROOF RESTORATION
SPECIFICATION

UNIT PRICES:

Provide a separate installed cost, per lineal foot, for the purchase and installation of additional sheet metal rain gutter assemblies:

Add \$ _____ \$23.50 _____ per lineal foot.

I/We guarantee to complete the work within 35 working days should I/We be the successful bidder.

This bid shall be good for **60** days after bid opening.

LICENSE:

The undersigned has, or will have, all licenses required by law authorizing him to bid upon and to perform the Contract if awarded him.

Respectfully Submitted,

Cabral Roofing & Waterproofing Corporation

Contractor

Signature

Deciderio Cabral

Print Name

Vice President

Title

675 W. Terrace Drive

Address

San Dimas, CA 91773

City and State

746649

Contractor's License Number

ATTACHMENT A

STATEMENT OF COORDINATION

The Undersigned acknowledges that, in the process of preparing a bid for the referenced category of work, he has examined the Contract Drawings; read and understands the requirements of the General and Supplementary Conditions; Addenda, if any; technical sections of the Specifications describing work categories for which the Undersigned is directly responsible, and those related sections which include additional requirements for cooperation, coordination, and compliance.

The Undersigned acknowledges his obligation to identify below any errors, omissions, conflicts, code violations, and improper use of materials discovered in the Contract Documents that could interfere with the timely completion, or increase the cost, of the category of work for which the Undersigned is responsible.

Except as noted below, the Undersigned has no objection to, or reservation about, the materials to be furnished or the conditions under which they will be installed, and is satisfied that he can complete his contractual responsibilities in a workman-like manner without extensive modifications or additional expense.

EXCEPTIONS:

Asbestos & Lead abatement, interior protection, ponding water

downtime caused by tenant/owner, working off hours, holidays,

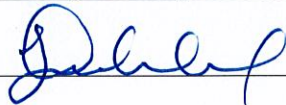
and/or weekends, work to commence on or after the 1st week of

November 2019 weather permitting

Submitted by:

Cabral Roofing & Waterproofing Corporation

Signed by:



Date: July 12, 2019

ATTACHMENT B

SUBCONTRACTOR LISTING

The Undersigned, in preparation of the project bid, declares the intent to use the following subcontractors:

DEMOLITION:

Company Name: NONE
Company Address:
License No.:

SHEET METAL:

Company Name: NONE
Company Address:
License No.:

MECHANICAL:

Company Name: NONE
Company Address:
License No.:

WATERPROOFING:

Company Name: NONE
Company Address:
License No.:

OTHERS:

Type of Work: NONE
Company Name:
Company Address:
License No.:

Type of Work: NONE
Company Name:
Company Address:
License No.:

Past Performance

Cabral Roofing & Waterproofing Corp.

Private

Aerospace Corp.	Fox Cable Network	Lockheed Martin Corp.	Raytheon
Alere Property Group	Frito Lay	Loma Linda University	Remo Inc.
American Airlines	Gardena Memorial Hospital	Loma Linda University Medical Center	RiverRock Real Estate Group
American Honda Motor Co	SoCal Gas Company	Loomis USA	RREEF Co.
Automobile Club of So Cal	General Atomics Aeronautical Systems	Macerich Co.	Scripps College
Azusa Pacific	GLP	Majestic Realty	Scripps Hospital East County
B/Braun McGaw	Harbor Freight	Mckenna College	Segerstrom Center for the Arts
Bank of the West	Honeywell Solutions Inc.	Miller Coors	Southern California Edison
Bed Bath & Beyond	HR Textron	Mission Hospital	Sprint SC
Black Rock Realty	Hudson Properties	Mongram Aerospace Fasteners	Stag Industrial Inc.
Bloomington	IAC	Neiman Marcus	Technicolor - Thomson Co.
Boeing	IDS Realty Group	Nestle	Texaco
Cal Institute of Technology	IndCor Properties	Norris Industries	Torrance Memorial Medical Center
California Hospital	International Paper	Northrup Grumman Corp.	Toyota Motor Corp.
CBRE	Jones Lang Lasalle	Office Depot	UBS Realty
CBS Inc	JC Penny	Paramount Pictures	Union Pacific Railroad Co.
Centerpoint Properties	JPL NASA	Pepsi Co.	US Growers
Chevron	Kimberly-Clark Corp.	Philip Morris USA	USC
Claremont College	Kindred Hospital	Pitzer College	Watson Land Corp.
Cytac Engineered Materials	Kroger/Ralphs	Pomona College	Westfield
Dryers Grand Ice Cream	L3 Communications Corp	Prat & Whitney Rocketdyne	WW Grainger
Exxon Mobile	LBA Realty	Presbyterian Inter-Community Hospital (PIH)	YKK Inc.
	LNR	Prologis California	

Public

Alta Loma USD	El Rancho USD	Perris USD	San Bernardino International Airport
Cal State Channel Islands	Glendale USD	Pasadena Unified School District	San Marino USD
Cal State Long Beach	Hueneme USD	Patton State Hospital	Santa Monica Malibu USD
Cal State San Bernardino	Los Angeles Community College District	Pomona USD	Seal Beach Naval Weapons Station
Cal State University Northridge	Los Angeles USD	Redlands USD	Simi Valley USD
Capistrano USD	Metropolitan State Hospital	Rim of the World USD	Torrance USD
College of the Canyons	Metropolitan Transportation Authority	Rio Hondo Community College District	UCLA
Corona Norco USD	Monterey USD	Riverside Community College District	UCLA Medical Center
Department of Veteran's Affairs	Moreno Valley USD	Riverside USD	United States Postal Service
Downey USD	Orange Coast Community College District	San Bernardino Community College District	Ventura County Naval Base



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **746649**

Entity **CORP**

Business Name **CABRAL ROOFING &
WATERPROOFING CORPORATION**

Classification **C39**

Expiration Date **03/31/2020**

www.cslb.ca.gov





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shaw Moses Mendenhall & Associates Ins. Agency License #0D94511 625 Fair Oaks, Suite 158 South Pasadena CA 91030		CONTACT NAME: Lisa Anderson PHONE (A/C, No, Ext): (626) 799-7813 FAX (A/C, No): (626) 799-8784 E-MAIL ADDRESS: lisa@smmainurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Gemini Insurance Company	NAIC # 10833
		INSURER B: American Fire and Casualty Company	24066
		INSURER C: American Guarantee & Liability	26247
		INSURER D: Crum & Foster Specialty	44520
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 2019-2020	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			VCGP024491	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMPIOP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			BAA56625326	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			SXS915566705	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
D	Pollution Liability			CPL108791	04/02/2019	04/01/2020	\$1,000,000
	Transportation Pollution						\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Proof of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
04/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brittain Insurance Services 122 N Citrus Ave Ste 210 Covina CA 91723	CONTACT NAME: Deanna Franzen PHONE (A/C No. Ext.): (626) 967-7985 FAX (A/C No.): (626) 967-7980 E-MAIL ADDRESS: Deanna@BrittainInsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Redwood Fire and Casualty Insurance Co. (A++ XIV) NAIC # 11673 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Cabral Roofing & Waterproofing Co. 675 W. Terrace Drive San Dimas CA 91773	

COVERAGES**CERTIFICATE NUMBER:** CL194106428**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ OTHER:
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER:
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	CEWC033720	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*30 day notice of cancellation, 10 days for nonpayment.

CERTIFICATE HOLDER**CANCELLATION**

VERIFICATION OF INSURANCE COVERAGE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
------------------------------------	---

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BID PROPOSAL

NAME OF BIDDER Cabral Roofing & Waterproofing Corporation DATE July 12, 2019

ORIGINAL BID IS TO BE EMAILED TO:

INDEPENDENT ROOFING CONSULTANTS

Attention: Ms. Jessica Galicia-Valenzuela

jessica@irctech.com

The undersigned, in compliance with your invitation for bids for the:

2019 ROOF REPLACEMENT

5525 SOUTH SOTO STREET

VERNON, CA 90058

having examined the Drawings and Specifications and related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby propose to furnish all labor, material and supplies as required for the work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part:

I/We acknowledge the receipt of the following addenda:

1 Dated: 6/27/19 Received 6/28/19

_____ Dated: _____ Received _____

Under the heading of base bid as described in this specification, the Undersigned proposes to furnish all labor and materials and assume all costs incurred to do the work of the contract including reroofing and all related work and subcontracts as located on the Owner's site, for the amounts listed as follows:

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

BASE BID

5525 SOUTH SOTO STREET
(ROOF SECTIONS A AND B):

All preparation work to existing roof system (including removal of all wall flashing assemblies and sheet metal accessories, as well as removal and disposal of all flashings at penetrations and supports, etc.):

Eleven Thousand Eight Hundred Thirty and 00/100 DOLLARS (\$ 11,830.00)

The installation of the new Specified Underwriters Laboratory Class "A" fire rated roof system consisting of a mechanically-attached, 60-mil thick, white, 3-ounce felt-back PVC single-ply roof system, inclusive all underlayment boards, flashings, sheet metal accessories and miscellaneous mechanical, electrical, plumbing and sheet metal work required to provide a complete system installation:

Six Hundred Forty Two Thousand
Two Hundred Twenty-Two and 00/100 DOLLARS (\$ 642,222.00)

Estimated Square Footage of Roof Section: 269,100 SF. Including Walls

Miscellaneous work items (Including restoration of gas lines and the installation of new rubber block supports):

Five Thousand Five Hundred Forty and 00/100 DOLLARS (\$ 5,540.00)

The preparation and restoration of existing clerestory window assemblies with new specified "wet seal" applications per the project specifications):

NO BID DOLLARS (\$ NO BID)

Provide a new 4-inch wide hot-air welded PVC safety yellow warning line on the completed membrane surface:

Five Thousand Nine Hundred Eighty and 00/100 DOLLARS (\$ 5,980.00)

BASE BID TOTAL FOR ROOF SECTIONS A AND B:

Six Hundred Sixty Five Thousand
Five Hundred Seventy Two and 00/100 DOLLARS (\$ 665,572.00)

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

BASE BID

5525 SOUTH SOTO STREET
(ROOF SECTION C (LOWER ROOF):

Demolition of existing roof system, including ballasted gravel, insulation boards, sheet metal accessories and required abatement work down to the concrete substrate:

One Hundred Ninety Five Thousand and 00/100 DOLLARS (\$ 195,000.00)

The installation of the new Specified Underwriters Laboratory Class "A" fire rated roof system consisting of a adhered, 60-mil thick, white, 9-ounce felt-back PVC single-ply roof system, inclusive all underlayment boards, flashings, sheet metal accessories and miscellaneous mechanical, electrical, plumbing and sheet metal work required to provide a complete system installation:

Three Hundred Sixty Nine Thousand Ninety Six and 00/100 DOLLARS (\$ 369,096.00)

Estimated Square Footage of Roof Section: 105,800 Including Walls

Miscellaneous work items (Including restoration of gas lines and the installation of new rubber block supports):

Two Thousand Four Fifty and 00/100 DOLLARS (\$ 2,450.00)

The preparation and restoration of existing clerestory window assemblies with new specified "wet seal" applications per the project specifications):

NO BID DOLLARS (\$ NO BID)

Provide a new 4-inch wide hot-air welded PVC safety yellow warning line on the completed membrane surface:

Four Thousand Three Thousand Seventy Five and 00/100 DOLLARS (\$ 4,375.00)

BASE BID TOTAL FOR ROOF SECTION C (LOWER ROOF):

Five Hundred Seventy Thousand
Nine Hundred Twenty-One and 00/100 DOLLARS (\$ 570,921.00)

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

BASE BID

5525 SOUTH SOTO STREET
(ROOF SECTION C (UPPER ROOF):

Roof maintenance and repair actions, including the repair of membrane punctures, gouges, the resealing of tops of penetration flashings, the removal of miscellaneous debris accumulation from all drainage areas, waterways and bases of perimeter building walls, the retightening of all loose drain bolts, etc.:

Two thousand Two Hundred Forty-One and 00/100 DOLLARS (\$ \$2,241.00)

BASE BID TOTAL FOR ROOF SECTION C (UPPER ROOF): _____

Two Thousand Two Hundred Forty-One and 00/100 DOLLARS (\$ \$2,241.00)

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

BASE BID

5525 SOUTH SOTO STREET

(Truck Dock Metal Canopies (SECTIONS A, B AND C):

Restoration of existing steep-sloped metal canopies over truck dock areas with new white reflective coating application applied at a minimum rate of 1-1/2 gallons per 100 square feet. Work to include application of rust prohibitive primer prior to application of new white reflective coating applications:

One Hundred Nineteen Thousand

Three hundred Eighty Six and 00/100 DOLLARS (\$ 119,386.00)

Estimated Square Footage of Metal Canopies: 24,800 SF

Restoration of existing sheet metal rain gutters at the truck dock canopies, including resealing of lap joints with new urethane caulking applications:

Eight Thousand Twenty-Eight and 00/100 DOLLARS (\$ 8,028.00)

BASE BID TOTAL FOR TRUCK DOCK METAL CANOPIES:

One Hundred Twenty Seven Thousand

Four Hundred-Fourteen and 00/100 DOLLARS (\$ 127,414.00)

BASE BID GRAND TOTAL :

One Million Three Hundred Sixty Six

Thousand One Hundred Forty Eight and 00/100 DOLLARS (\$ 1,366,148.00)

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

ALTERNATES:

Alternate #1: Provide a **total additive cost**, to the base bid price, for the fabrication and installation of new clerestory window wall assemblies at all clerestory window locations. Work to include removal of existing window assemblies, inclusive all gaskets, waterproofing seals and glass panels. Contractor to provide design details to Owner Representative for approval:

_____ NO BID _____ DOLLARS (\$ _____ NO BID _____)

Alternate #2: Provide a **total additive cost** to include the installation of a 1.5-inch polyisocyanurate insulation board and a 1/4-inch thick DensDeck Prime roof cover board over concrete Roof Section C (Lower Roof), with both layers adhered using a low rise foam insulation adhesive in a ribbon application, and adhering the specified PVC feltback membrane using a water-based adhesive:

Two Hundred Twenty Eight Thousand
One Hundred Ninety-Two and 00/100 _____ DOLLARS (\$ _____ \$228,192.00 _____)

UNIT PRICES:

Provide a separate installed cost, per board, for the purchase and installation of additional DensDeck protection boards:

Add \$ _____ \$65.00 _____ per 4' x 8' sheet.

Provide a separate installed cost, per board, for the purchase and installation of additional 1.5-inch polyisocyanurate insulation boards.

Add \$ _____ \$56.00 _____ per 4' x 8' sheet.

Provide a separate installed cost, per lineal foot, for the purchase and installation of additional walkpad material:

Add \$ _____ \$32.00 _____ per lineal foot.

Provide a separate installed cost, per lineal foot, for the fabrication and installation of new 22-gauge, rain gutter assemblies at truck dock canopy match size and dimensions of existing gutter assemblies:

Add \$ _____ \$28.50 _____ per lineal foot.

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

I/We guarantee to complete the work within 65 working days should I/We be the successful bidder.

This bid shall be good for 60 days after bid opening.

LICENSE:

The undersigned has, or will have, all licenses required by law authorizing him to bid upon and to perform the Contract if awarded him.

Respectfully Submitted,

Cabral Roofing & Waterproofing Corporation

Contractor

Signature



Deciderio Cabral

Print Name

Vice President

Title

675 W. Terrace Drive

Address

San Dimas, CA 91773

City and State

91773

Contractor's License Number

ATTACHMENT A

STATEMENT OF COORDINATION

The Undersigned acknowledges that, in the process of preparing a bid for the referenced category of work, he has examined the Contract Drawings; read and understands the requirements of the General and Supplementary Conditions; Addenda, if any; technical sections of the Specifications describing work categories for which the Undersigned is directly responsible, and those related sections which include additional requirements for cooperation, coordination, and compliance.

The Undersigned acknowledges his obligation to identify below any errors, omissions, conflicts, code violations, and improper use of materials discovered in the Contract Documents that could interfere with the timely completion, or increase the cost, of the category of work for which the Undersigned is responsible.

Except as noted below, the Undersigned has no objection to, or reservation about, the materials to be furnished or the conditions under which they will be installed, and is satisfied that he can complete his contractual responsibilities in a workman-like manner without extensive modifications or additional expense.

EXCEPTIONS: Lead & asbestos abatement, interior protection, ponding water, electrical
mechanical, downtime caused by tenant/owner, working off hours, holidays
and/or weekends, structural engineering if required by local building department
repairs or replacement of any clearstory windows,
Work to commence on/after the 3rd week of September weather permitting.

Submitted by: Cabral Roofing & Waterproofing Corporation

Signed by:  Date: July 12, 2019

ATTACHMENT B

SUBCONTRACTOR LISTING

The Undersigned, in preparation of the project bid, declares the intent to use the following subcontractors:

DEMOLITION:

Company Name: L & M Roof Removal, Inc.
Company Address: 7657 Potter Valley Road
Corona, CA 92880
License No.: 994108

SHEET METAL:

Company Name: NONE
Company Address: _____

License No.: _____

MECHANICAL:

Company Name: NONE
Company Address: _____

License No.: _____

WATERPROOFING:

Company Name: NONE
Company Address: _____

License No.: _____

OTHERS:

Type of Work: NONE
Company Name: _____
Company Address: _____

License No.: _____

Type of Work: NONE
Company Name: _____
Company Address: _____

License No.: _____

Past Performance

Cabral Roofing & Waterproofing Corp.

Private

Aerospace Corp.	Fox Cable Network	Lockheed Martin Corp.
Alere Property Group	Frito Lay	Loma Linda University
American Airlines	Gardena Memorial Hospital	Loma Linda University Medical Center
American Honda Motor Co	Socal Gas Company	Loomis USA
Anaheim Marriott Hotel	General Atomics Aeronautical Systems	Macerich Co.
Automobile Club of So Cal	GLP	Majestic Realty
Azusa Pacific	Harbor Freight	McKenna College
B/Braun McGaw	Honeywell Solutions Inc.	Miller Coors
Bank of the West	HR Textron	Mission Hospital
Bed Bath & Beyond	Hudson Properties	Mongram Aerospace Fasteners
Black Rock Realty	IAC	Neiman Marcus
Bloomington	IDS Realty Group	Nestle
Boeing	IndCor Properties	Norris Industries
Cal Institute of Technology	International Paper	Northrup Grumman Corp.
California Hospital	Jones Lang Lasalle	Office Depot
CBRE	JC Penny	Paramount Pictures
CBS Inc	JPL NASA	Pepsi Co.
Centerpoint Properties	Kimberly-Clark Corp.	Philip Morris USA
Chevron	Kindred Hospital	Pitzer College
Claremont College	Kroger/Ralphs	Pomona College
Cytac Engineered Materials	L3 Communications Corp	Pratt & Whitney Rocketdyne
Dryers Grand Ice Cream	LBA Realty	Presbyterian Inter-Community Hospital (PIH)
Exxon Mobile	LNR	Prologis California

Public

Alta Loma USD	El Rancho USD	Perris USD
Cal State Channel Islands	Glendale USD	Pasadena Unified School District
Cal State Long Beach	Hueneume USD	Patton State Hospital
Cal State San Bernardino	Los Angeles Community College District	Pomona USD
Cal State University Northridge	Los Angeles USD	Redlands USD
Capistrano USD	Metropolitan State Hospital	Rim of the World USD
College of the Canyons	Metropolitan Transportation Authority	Rio Hondo Community College District
Corona Norco USD	Monterebello USD	Riverside Community College District
Department of Veteran's Affairs	Moreno Valley USD	Riverside USD
Downey USD	Orange Coast Community College District	San Bernardino Community College District

Raytheon
Remo Inc.
River/Rock Real Estate Group

RREEF Co.
Scripps College
Scripps Hospital East County

Segerstrom Center for the Arts
Southern California Edison
Sprint SC

Stag Industrial Inc.
Technicolor - Thomson Co.
Texaco

Torrance Memorial Medical Center
Toyota Motor Corp.
UBS Realty

Union Pacific Railroad Co.
US Growers
USC

Watson Land Corp.
Westfield
WW Grainger

YKK Inc.

San Bernardino International Airport
San Marino USD
Santa Monica Malibu USD

Seal Beach Naval Weapons Station
Simi Valley USD
Torrance USD

UCLA
UCLA Medical Center
United States Postal Service

Ventura County Naval Base



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **746649**

Entity **CORP**

Business Name **CABRAL ROOFING &
WATERPROOFING CORPORATION**

Classification(s) **C39**

Expiration Date **03/31/2020**

www.cslb.ca.gov





CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
04/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shaw Moses Mendenhall & Associates Ins. Agency License #0D94511 625 Fair Oaks, Suite 158 South Pasadena CA 91030	CONTACT NAME: Lisa Anderson PHONE (A/C, No, Ext): (626) 799-7813 FAX (A/C, No): (626) 799-8784 E-MAIL ADDRESS: lisa@smmaininsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Gemini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER B: American Fire and Casualty Company</td> <td>24066</td> </tr> <tr> <td>INSURER C: American Guarantee & Liability</td> <td>26247</td> </tr> <tr> <td>INSURER D: Crum & Forster Specialty</td> <td>44520</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Gemini Insurance Company	10833	INSURER B: American Fire and Casualty Company	24066	INSURER C: American Guarantee & Liability	26247	INSURER D: Crum & Forster Specialty	44520	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: American Guarantee & Liability	26247														
INSURER D: Crum & Forster Specialty	44520														
INSURER E:															
INSURER F:															
INSURED Cabral Roofing & Waterproofing Co 675 W Terrace Dr San Dimas CA 91773															

COVERAGES

CERTIFICATE NUMBER: 2019-2020

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			VCGP024491	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAA56625326	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			SXS915566705	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L. EACH ACCIDENT \$ E L. DISEASE - EA EMPLOYEE \$ E L. DISEASE - POLICY LIMIT \$
D	Pollution Liability Transportation Pollution			CPL108791	04/02/2019	04/01/2020	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
04/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brittain Insurance Services 122 N Citrus Ave Ste 210 Covina CA 91723	CONTACT NAME: Deanna Franzen PHONE (A/C No. Ext): (626) 967-7985 FAX (A/C No.): (626) 967-7980 E-MAIL ADDRESS: Deanna@BrittainInsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Redwood Fire and Casualty Insurance Co. (A++ XIV) NAIC # 11673 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Cabral Roofing & Waterproofing Co. 675 W. Terrace Drive San Dimas CA 91773	

COVERAGES**CERTIFICATE NUMBER:** CL184108428**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	CEWC033720	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*30 day notice of cancellation, 10 days for nonpayment.

CERTIFICATE HOLDER**CANCELLATION**

VERIFICATION OF INSURANCE COVERAGE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
------------------------------------	---

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BID PROPOSAL

NAME OF BIDDER San Marino Roof Co., Inc. DATE July 12, 2019

ORIGINAL BID IS TO BE EMAILED TO:

INDEPENDENT ROOFING CONSULTANTS

Attention: Ms. Jessica Galicia-Valenzuela

jessica@ircotech.com

The undersigned, in compliance with your invitation for bids for the:

2019 ROOF REPLACEMENT

5525 SOUTH SOTO STREET

VERNON, CA 90058

having examined the Drawings and Specifications and related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby propose to furnish all labor, material and supplies as required for the work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part:

I/We acknowledge the receipt of the following addenda:

#1 _____ Dated: 06/27/19 Received A.T.

_____ Dated: _____ Received _____

Under the heading of base bid as described in this specification, the Undersigned proposes to furnish all labor and materials and assume all costs incurred to do the work of the contract including reroofing and all related work and subcontracts as located on the Owner's site, for the amounts listed as follows:

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

BASE BID

5525 SOUTH SOTO STREET
(ROOF SECTIONS A AND B):

All preparation work to existing roof system (including removal of all wall flashing assemblies and sheet metal accessories, as well as removal and disposal of all flashings at penetrations and supports, etc.):

Eleven Thousand Two Hundred and no/100 DOLLARS (\$ 11,200.00)

The installation of the new Specified Underwriters Laboratory Class "A" fire rated roof system consisting of a mechanically-attached, 60-mil thick, white, 3-ounce felt-back PVC single-ply roof system, inclusive all underlayment boards, flashings, sheet metal accessories and miscellaneous mechanical, electrical, plumbing and sheet metal work required to provide a complete system installation:

Seven Hundred Thirty-eight Thousand Eight Hundred Sixty-two and no/100 DOLLARS (\$ 738,862.00)

Estimated Square Footage of Roof Section: 267,300 Sq. Ft.

Miscellaneous work items (Including restoration of gas lines and the installation of new rubber block supports):

N/A DOLLARS (\$ N/A)

The preparation and restoration of existing clerestory window assemblies with new specified "wet seal" applications per the project specifications):

One Hundred Forty-nine Thousand Four Hundred Ninety and no/100 DOLLARS (\$149,490.00)

Provide a new 4-inch wide hot-air welded PVC safety yellow warning line on the completed membrane surface:

Six Thousand Seven Hundred Nineteen and no/100 DOLLARS (\$ 6,719.00)

BASE BID TOTAL FOR ROOF SECTIONS A AND B: NINE HUNDRED SIX THOUSAND

TWO HUNDRED SEVENTY-ONE & NO/100 DOLLARS (\$ 906,271.00)

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

BASE BID

**5525 SOUTH SOTO STREET
(ROOF SECTION C (LOWER ROOF):**

Demolition of existing roof system, including ballasted gravel, insulation boards, sheet metal accessories and required abatement work down to the concrete substrate:

Two Hundred Thirteen Thousand Seven Hundred Thirty & no/100 DOLLARS (\$213,730.00)

The installation of the new Specified Underwriters Laboratory Class "A" fire rated roof system consisting of a adhered, 60-mil thick, white, 9-ounce felt-back PVC single-ply roof system, inclusive all underlayment boards, flashings, sheet metal accessories and miscellaneous mechanical, electrical, plumbing and sheet metal work required to provide a complete system installation:

Three Hundred Sixty-one Thousand Seven Hundred Eighty-five & no/100 DOLLARS (\$ 361,785.00)

Estimated Square Footage of Roof Section: 98,800 Sq. Ft.

Miscellaneous work items (Including restoration of gas lines and the installation of new rubber block supports):

N/A DOLLARS (\$ N/A)

The preparation and restoration of existing clerestory window assemblies with new specified "wet seal" applications per the project specifications):

Seventy-four Thousand Six Hundred Ninety & no/100 DOLLARS (\$74,690.00)

Provide a new 4-inch wide hot-air welded PVC safety yellow warning line on the completed membrane surface:

Seven Thousand One Hundred Thirty-four & no/100 DOLLARS (\$ 7,134.00)

BASE BID TOTAL FOR ROOF SECTION C (LOWER ROOF): Six Hundred Fifty-seven

Thousand Three Hundred Thirty-nine & no/100 DOLLARS (\$657,339.00)

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

BASE BID

5525 SOUTH SOTO STREET
(ROOF SECTION C (UPPER ROOF):

Roof maintenance and repair actions, including the repair of membrane punctures, gouges, the resealing of tops of penetration flashings, the removal of miscellaneous debris accumulation from all drainage areas, waterways and bases of perimeter building walls, the retightening of all loose drain bolts, etc.:

Nine Thousand Five Hundred & no/100 DOLLARS (\$9,500.00)

BASE BID TOTAL FOR ROOF SECTION C (UPPER ROOF):Nine Thousand Five Hundred

& no/100----- DOLLARS (\$ 9,500.00)

BASE BID

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

5525 SOUTH SOTO STREET

(Truck Dock Metal Canopies (SECTIONS A, B AND C):

Restoration of existing steep-sloped metal canopies over truck dock areas with new white reflective coating application applied at a minimum rate of 1-1/2 gallons per 100 square feet. Work to include application of rust prohibitive primer prior to application of new white reflective coating applications:

Ninety Thousand Sixty-eight & no/100 DOLLARS (\$ 90,068.00)

Estimated Square Footage of Metal Canopies: 19,000 Sq. Ft.

Restoration of existing sheet metal rain gutters at the truck dock canopies, including resealing of lap joints with new urethane caulking applications:

Nineteen Thousand Eight Hundred & no/100 DOLLARS (\$19,800.00)

BASE BID TOTAL FOR TRUCK DOCK METAL CANOPIES: One Hundred Nine Thousand

Eight Hundred Sixty-eight & no/100 DOLLARS (\$ 109,868.00)

BASE BID GRAND TOTAL : One Million Six Hundred Eighty-two Thousand Nine Hundred

Seventy-eight & no/100 DOLLARS (\$ 1,682,978.00)

ALTERNATES:

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

Alternate #1: Provide a total additive cost, to the base bid price, for the fabrication and installation of new clerestory window wall assemblies at all clerestory window locations. Work to include removal of existing window assemblies, inclusive all gaskets, waterproofing seals and glass panels. Contractor to provide design details to Owner Representative for approval:

_____ DOLLARS (\$ PRICING IF AWARED)

Alternate #2: Provide a total additive cost to include the installation of a 1.5-inch polyisocyanurate insulation board and a 1/4-inch thick DensDeck Prime roof cover board over concrete Roof Section C (Lower Roof), with both layers adhered using a low rise foam insulation adhesive in a ribbon application, and adhering the specified PVC feltback membrane using a water-based adhesive:

Two Hundred Eighty-eight Thousand One Hundred Seven & no/100 DOLLARS
(\$288,107.00)

UNIT PRICES:

Provide a separate installed cost, per board, for the purchase and installation of additional DensDeck protection boards:

Add \$ 75.00/Seventy-five & no/100 Dollars per 4' x 8' sheet.

Provide a separate installed cost, per board, for the purchase and installation of additional 1.5-inch polyisocyanurate insulation boards.

Add \$ 65.00/ Sixty-five & no/100 Dollars per 4' x 8' sheet.

Provide a separate installed cost, per lineal foot, for the purchase and installation of additional walkpad material:

Add \$ 28.00/ Twenty-eight & no/100 Dollars per lineal foot.

Provide a separate installed cost, per lineal foot, for the fabrication and installation of new 22-gauge, rain gutter assemblies at truck dock canopy match size and dimensions of existing gutter assemblies:

Add \$ 15.00 / Fifteen & no/Dollars _____ per lineal foot.

5525 SOUTH SOTO STREET
VERNON, CA 90058

2019 Roof Replacement

I/We guarantee to complete the work within 75 working days should I/We be the successful bidder.

This bid shall be good for 60 days after bid opening.

LICENSE:

The undersigned has, or will have, all licenses required by law authorizing him to bid upon and to perform the Contract if awarded him.

Respectfully Submitted,

San Marino Roof Co., Inc.

Contractor

Andy Tovey

Signature

Andy Tovey

Print Name

Project Manager

Title

2187 N. Batavia St.

Address

Orange CA 92865

City and State

249559 C-39

Contractor's License Number

ATTACHMENT A

STATEMENT OF COORDINATION

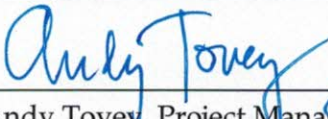
The Undersigned acknowledges that, in the process of preparing a bid for the referenced category of work, he has examined the Contract Drawings; read and understands the requirements of the General and Supplementary Conditions; Addenda, if any; technical sections of the Specifications describing work categories for which the Undersigned is directly responsible, and those related sections which include additional requirements for cooperation, coordination, and compliance.

The Undersigned acknowledges his obligation to identify below any errors, omissions, conflicts, coed violations, and improper use of material discovered in the Contract Documents that could interferes with the timely completion, or increase the cost, of the category of work for which the Undersigned is responsible.

Except as noted below, the Undersigned has no objection to, or reservation about, the materials to be furnished or the conditions under which they will be installed, and is satisfied that he can complete his contractual responsibilities in a workman-like manner without extensive modifications or additional expense.

EXCEPTIONS: Ceiling tile/foil, sprinkler lines, hanging lights, anything attached to
underside of deck; inside cover-up; HVAC mechanical units and surveys;
electrical; plumbing; carpentry; stucco; windows; outside panel joints; gas;
and waterlines; Drain bowls and drain lines; antennas; satellite dishes and
calibrations; Off hours work schedule; mold/asbestos abatement;
environmental check; structural upgrades; waterproofing; existing rotary
vents, Existing HVAC duct plenums; condensate lines; manufacturers
guarantees; tree trimming; upgrades requested by the City or governmental
agency; existing skylights.

Submitted by: San Marino Roof Co., Inc.

Signed by:  Date: 07/12/2019
Andy Tovey, Project Manager

SUBCONTRACTOR LISTING

The Undersigned, in preparation of the project bid, declares the intent to use the following subcontractors:

DEMOLITION:

Company Name: Klondike Construction
Company Address: 592 E. State St.
Ontario CA 91761
License No.: 990645

SHEET METAL:

Company Name: B T Sheet Metal, Inc.
Company Address: 1031 Calle Trepadora, Ste. D
San Clemente CA 92673
License No.: 761893

MECHANICAL:

Company Name: N/A
Company Address: _____

License No.: _____

WATERPROOFING:

Company Name: N/A
Company Address: _____

License No.: _____

OTHERS:

Type of Work: Seal Windows
Company Name: Jacob's Caulking & Waterproofing Inc.
Company Address: 100 Oldenburg Lane
Norco CA 92860
License No.: 924934

Exhibit F

Pg 149 of 177
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JLT Specialty USA 350 Madison Avenue, 7th Floor New York, NY 10017 www.jltus.com	CONTACT NAME: Elizabeth Stackowitz	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS: elizabeth.stackowitz@jltus.com	
INSURED Sears Holdings Corporation including all subsidiaries Attn: Risk Management E3-219A 3333 Beverly Road Hoffman Estates IL 60179	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: ACE Fire Underwriters Insurance Company		20702
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 50541814**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		HDOG27868988	8/1/2017	8/1/2018	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H09060960 ISA H09060959 ISA H09060972	8/1/2017 8/1/2017 8/1/2017	8/1/2018 8/1/2018 8/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLRC64413302 WCUC64413314 SCFC64413326	8/1/2017 8/1/2017 8/1/2017	8/1/2018 8/1/2018 8/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an additional insured.

CERTIFICATE HOLDER**CANCELLATION**51st Street Fruitland Ave., LLC
c/o Manatt, Phelps & Phillips, LLP
Attn: Robert Duran
11355 W. Olympic Blvd
Los Angeles CA 90064

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

JLT Specialty Insurance Services Inc.

JLT Specialty Insurance Services Inc.

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Pg 150 of 177
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2019

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PRODUCER JLT Specialty USA 350 Madison Avenue, 7th Floor New York, NY 10017 www.jltus.com	CONTACT NAME: Elizabeth Stackowitz	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS: elizabeth.stackowitz@jltus.com	
INSURED Sears Holdings Corporation including all subsidiaries Attn: Risk Management E3-219A 3333 Beverly Road Hoffman Estates IL 60179	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: ACE Fire Underwriters Insurance Company		20702
	INSURER C: ACE Property and Casualty Insurance Co		20699
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 50542999**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		HDOG71097614	8/1/2018	12/31/2018	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25159871 ISA H25159895 ISA H25159883	8/1/2018 8/1/2018 8/1/2018	12/31/2018 12/31/2018 12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XOOG28144799003	8/1/2018	8/1/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$ \$
A A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLRC65226236 WCUC65226273 SCFC65226315	8/1/2018 8/1/2018 8/1/2018	12/31/2018 12/31/2018 12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an additional insured.

CERTIFICATE HOLDER51st Street Fruitland Ave., LLC
c/o Manatt, Phelps & Phillips, LLP
Attn: Robert Duran
11355 W. Olympic Blvd
Los Angeles CA 90064**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

JLT Specialty Insurance Services Inc.

JLT Specialty Insurance Services Inc.

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Pg 151 of 177
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2019

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PRODUCER JLT Specialty USA 350 Madison Avenue, 7th Floor New York, NY 10017 www.jltus.com	CONTACT NAME: Elizabeth Stackowitz	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS: elizabeth.stackowitz@jltus.com	
INSURED Sears Holdings Corporation including all subsidiaries Attn: Risk Management E3-219A 3333 Beverly Road Hoffman Estates IL 60179	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co Pittsburgh PA		19445
	INSURER B: New Hampshire Insurance Company		23841
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 46553273**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5425885	1/1/2019	1/1/2020	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			9767459 9767458	1/1/2019 1/1/2019	4/1/2019 4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payment \$10,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	012717073	1/1/2019	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an additional insured.

CERTIFICATE HOLDER51st Street Fruitland Ave., LLC
c/o Manatt, Phelps & Phillips, LLP
Attn: Robert Duran
11355 W. Olympic Blvd
Los Angeles CA 90064**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andre Eichenholtz

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2019

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PRODUCER JLT Specialty USA 350 Madison Avenue, 7th Floor New York, NY 10017 www.jltus.com	CONTACT NAME: Elizabeth Stackowitz PHONE (A/C, No. Ext): E-MAIL ADDRESS: elizabeth.stackowitz@jltus.com	FAX (A/C, No):
INSURED Sears Holdings Corporation including all subsidiaries Attn: Risk Management E3-219A 3333 Beverly Road Hoffman Estates IL 60179	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co Pittsburgh PA INSURER B: New Hampshire Insurance Company INSURER C: Navigators Specialty Insurance Company INSURER D: American Home Assurance Company INSURER E: Landmark American Insurance Company INSURER F:	NAIC # 19445 23841 36056 19380 33138

COVERAGES

CERTIFICATE NUMBER: 50541627

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	LHA140685	8/1/2019	8/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		4993160 4993161	4/1/2019 4/1/2019	1/1/2020 1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payment \$10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		LA19EXCZ02S8FIC	8/1/2019	8/1/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	014649094 014649095 014649096/014649097 014649098/014649099	4/1/2019 4/1/2019 4/1/2019 4/1/2019	1/1/2020 1/1/2020 1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an additional insured.

CERTIFICATE HOLDER

CANCELLATION

51st Street Fruitland Ave., LLC
c/o Manatt, Phelps & Phillips, LLP
Attn: Robert Duran
11355 W. Olympic Blvd
Los Angeles CA 90064

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AUTHORIZED REPRESENTATIVE

Andre Eichenholtz

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PRODUCER 310-282-0900 Nahai Insurance Services, Inc. 465 S. Beverly Drive, #200 Beverly Hills, CA 90212 Bijan Nahai		CONTACT NAME: Bijan Nahai PHONE (A/C, No, Ext): 310-282-0900 FAX (A/C, No): 310-282-0976 E-MAIL ADDRESS:	
INSURED Shason Inc. 5525 S. Soto St Vernon, CA 90058		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Casualty Insurance Co INSURER B: Allied World Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24074	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BKO56610094	07/23/2019	07/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			03115248117042	07/23/2019	07/23/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder/Landlord as additional insured with respects liability arising out of Named Insured's operations.

CERTIFICATE HOLDER

CANCELLATION

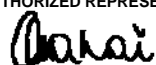
51st Street Fruitland Ave.LLC a California limited liability Vernon/Sears Assignment Vernon, CA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

Exhibit G

Offer of Security Deposit

From: saulreiss@verizon.net <saulreiss@verizon.net>
Sent: Thursday, August 15, 2019 4:48 PM
To: Marcus, Jacqueline <jacqueline.marcus@weil.com>; 'Duran, Robert' <RDuran@manatt.com>; 'Grumer, Carl' <cgrumer@manatt.com>; henry@hshmanagement.net; 'Gigi' <gigi@hshmanagement.net>
Cc: Hwang, Angeline <Angeline.Hwang@weil.com>; Seales, Jannelle <jannelle.seales@weil.com>; Barron, Shira <Shira.Barron@weil.com>; wgallagher@miiipartners.com; nzatzkin@miiipartners.com; Lewitt, Alex <Alexander.Lewitt@weil.com>
Subject: RE: In Re Sears Holding

Dear All,

Please see my additional responses on behalf of Mr. Shahery.

Thank you for the copy of the LSA. However, as discussed on the phone yesterday, we require additional information about Mr. Shahery's financial status. The one page Comerica letter implies that Mr. Shahery has substantial assets on hand at the bank, but he also has substantial liabilities to the bank. We cannot learn anything more about Mr. Shahery's financial condition from the letter alone. Accordingly, please provide personal financial statements showing Mr. Shahery's general financial condition for the past two years. As you know, the rent under the lease is \$700 per month. Rather than provide additional financial information, Mr. Shahery has offered to provide 51st Street Fruitland Avenue LLC (the "Landlord") with a deposit in the amount of one year's rent, or \$8,400. We believe that the proposed deposit should be more than enough to provide comfort to the Landlord.

Also, we note that under the LSA Mr. Shahery is permitted to assign the LSA, in some cases without "seller's" consent. Please advise whether Mr. Shahery intends to assign the LSA at or prior to the closing and, if so, provide the name and address of the proposed assignee(s) and state the relationship of the assignee(s) to Mr. Shahery. Please provide financial statements for any proposed assignee(s) for the past two years. We do not know of any plans by Mr. Shahery to assign the LSA to any other entity. Saul Reiss, Mr. Shahery's attorney, can comment further. **There is no intention to assign the LSA to any other person or entity.**

Thank you also for the certificates of insurance. We note that the certificates evidence the debtor's insurance, not Mr. Shahery's. Please provide a certificate of insurance evidencing Mr. Shahery's

compliance with the insurance provision of the parking lot lease. I believe that we have Mr. Shahery's certificate of insurance; we will send it under separate cover.

Please describe Mr. Shahery's intended use of the premises and state whether Mr. Shahery will use or store any Hazardous Substances (as defined in the Parking Lot Lease) on the premises. I defer to Mr. Reiss on this question. **There will be no storage of any Hazardous Materials on the property. It will be used only for purposes permitted in the Parking Lot Lease. Obviously, petroleum products contained in vehicles parked on the lot will remain.**

Finally, please advise whether and when payment was made of the undisputed cure amount (as specified in Exhibit 1 to the proposed order re assumption of the Vernon leases). As I mentioned, 51st Street Fruitland Ave., LLC does not have a record of receipt. We did make arrangements to resend the August rent to the correct address. Please confirm that the Landlord has received it. We are looking into the undisputed cure amount listed on the notice of assumption. We believe that there may have been an error on the amount because, given that the lease payment is only \$700 per month, we can't imagine how the prepetition defaults could have been \$24,000. Of course, if we determine that the amount is less, the Landlord would have the right to dispute the amount. We hope to have an answer for you in the next day or so.



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Telephone (310) 450-2888
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E-Mail reisslaw@verizon.net

Saul Reiss

saurreiss@verizon.net

Cellular 310-709-2841

From: Marcus, Jacqueline <jacqueline.marcus@weil.com>

Sent: Thursday, August 15, 2019 4:10 AM

To: Duran, Robert <RDuran@manatt.com>; Grumer, Carl <cgrumer@manatt.com>

Cc: Hwang, Angeline <Angeline.Hwang@weil.com>; Seales, Jannelle <jannelle.seales@weil.com>; Barron, Shira <Shira.Barron@weil.com>; wgalagher@miiipartners.com; nzatzkin@miiipartners.com; saurreiss@verizon.net; Lewitt, Alex <Alexander.Lewitt@weil.com>

Subject: RE: In Re Sears Holding

See our responses to your inquiries in red below.

Exhibit H

Email correspondence with Warehouse Landlord

From: [Marcus, Jacqueline](#)
To: [David Taxin](#)
Cc: [Seales, Jannelle](#); [Hwang, Angeline](#); saulreiss@verizon.net; paulsilverstein@HuntonAK.com; wgallagher@miiipartners.com; nzatzkin@miiipartners.com; [Lewitt, Alex](#)
Subject: RE: Sears | Vernon Lease Assignment
Date: Monday, August 19, 2019 10:30:15 PM

Thanks for your e-mail. We have spent a good part of the day working through the issues you raised with Mr. Shahery and his attorneys and we think you will be pleased with the responses to the issues you have raised. We have interlineated the responses in red, below. I have also copied Mr. Shahery's counsel, so they can provide any additional information or clarification that they believe is necessary.



Jacqueline Marcus

Weil, Gotshal & Manges LLP
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Jacqueline.marcus@weil.com
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From: David Taxin <davidtaxin@dahannowick.com>
Sent: Monday, August 19, 2019 10:38 AM
To: Marcus, Jacqueline <jacqueline.marcus@weil.com>
Cc: Seales, Jannelle <jannelle.seales@weil.com>; Hwang, Angeline <Angeline.Hwang@weil.com>; saulreiss@verizon.net; paulsilverstein@HuntonAK.com; wgallagher@miiipartners.com; nzatzkin@miiipartners.com; Lewitt, Alex <Alexander.Lewitt@weil.com>
Subject: RE: Sears | Vernon Lease Assignment

Counsel, thank you for your further email with documents on Friday concerning Sears' proposed assignment to Henry Shahery (which I find somewhat curious in view of advice received by my client that Mr. Shahery's bid was more than \$2 Million less than a bid made by a large investment company- whose financial capability, in our view, substantially exceeds that of Mr. Shahery).

Below are comments on the proposed transaction (which I had hoped we might discuss in advance of your precipitously placing the matter on the court calendar on less than a week's notice). The context of my client's comments is not unimportant- my client is a family owned business; the family has been engaged in ground leasing properties around the country since prior to the date of Sears' lease 1947. The ground leases generally are to public companies or "big box" wholesalers or retailers such as Sears. In 1947, and upon amendment of the lease in 1982 Sears was among the largest, if not the largest retail company in the United States. Mr. Shahery and his business(es) are not public and are of course much smaller (in contrast to the large company which we understand significantly outbid him).

The financials which you provided- although showing a large deposit in a bank account- are very sketchy; no financial statements are provided for Mr. Shahery or his company operating at the premises, and there is no information provided as to his/their current and continuing obligations- such information would permit us to better determine his financial ability to comply with the terms of the lease. Mr. Shahery of course did deposit \$1.2 Million under his sublease with Sears and he did, according to Sears, timely pay his rent (which is well over my client's rent to Sears)- however only for the past one year (commencement date August 15, 2018). We calculate the amount of his "base" obligations upon an assignment from Sears to currently be approximately \$671,000 per year- current rent (approx.. \$281,000), current real estate taxes approximately \$390,000 (which we assume will only increase further).

Some of our specific concerns, some of which you contemplated by the offer of providing an L/C, are as follows. We are providing these while reserving all rights and remedies of our client who is continuing to review this matter.

- 1- While you have advised the Court that the purchaser was Henry Shahery, the actual named purchaser is Henry Shahery or assignee (which may be a company in which Mr. Shahery owns not less than a majority interest) (there is also a reference to a tax-deferred exchange but we do not believe that that would be legally possible due to the short period currently remaining on the lease, even with the option periods). In the event that the assignment would be taken in the name of an entity owned at least majority interest by Mr. Shahery, both he and his company operating at the premises should be required to execute and deliver to landlord a guaranty of all of the obligations of the "purchaser"; otherwise, Mr. Shahery should be the tenant/purchaser.. Thereafter, the lease should not be permitted to be further assigned or sublet. **Mr. Shahery has confirmed and I'm sure will confirm on the record at the hearing, that he will be the purchaser and that he will forego his right under the LSA to assign it to a designee.**
- 2- Landlord has no repair obligations under the lease, tenant is required to make all repairs and deliver the premises in good condition to landlord upon the expiration of the lease. We know that Sears and Mr. Shahery have each acknowledged that a new roof is required on both buildings at the premises; you furnished us with estimates showing a minimum expenditure of \$2.5 Million (without any asbestos abatement) required to replace the roof. We believe that tenant's obligation to replace the roof should be codified in a modified lease, and that tenant should "put up" the money at the outset into a construction escrow fund (or at least an L/C which would include the amount necessary to replace the roof- the L/C could then be reduced (the \$2.5 Million eliminated therefrom) upon tenant's completion of the project. Landlord has no intention of being involved in that project; its only intent is to have funds in the event that tenant fails to undertake and complete the project. Presumably tenant will be operating at the premises and therefore will want to replace the roof, however, we note tenant's expenditure of \$5.25 Million to purchase the lease, hence we have no assurance as to whether and when tenant would intend to act. **Mr. Shahery has confirmed that he will comply with all of the obligations under paragraph 8 of the warehouse lease, including by making all required repairs. Mr. Shahery has spent nearly \$2 million on capital improvements since the inception of the sublease. He is not prepared to**

“prefund” the costs of such repairs.

- 3- We were going to suggest a security deposit in the form of an L/C, which you did offer- however we believe that the amount should be \$700,000 (to cover base rent and real estate taxes), with the right of landlord to increase it if tenant exercises an option to extend the lease in 2022 and then in 2027- amount would be increased to the then current base rent plus taxes). Mr. Shahery has agreed to increase the amount of the L/C to be posted to \$700,000 and to increase such amount (to cover base rent plus taxes) if he exercises the options to extend the lease in 2022 and 2027.

Form of the assignment- while we do see conflict provisions concerning the “Assignment” vis a vis the contract to assign, the language in the Assignment should provide that assignee “assumes” all of the obligations of the lease. This word seemed to be missing. I was also unclear as to what was being assigned in the actual assignment- is sears’ interest as sublandlord of my client’s lease and the parking lot lease also being assigned; presumably they are based upon the contract but I didn’t read the document that way. Is the sublease disappearing? We do not want the current sublease being assigned or the premises sub-sublet. With respect to assumption, paragraph 6 of the LSA provides, in pertinent part, that “Purchaser shall assume all of the covenants, agreements, and obligations of Tenant as tenant and Sub-Landlord under the Leases.” We think that covers your point, but we are prepared to make the point more clearly, if necessary. The subleases of the warehouse and the parking lot would remain intact.

Please review these comments (including the offer process) and advise.

This email should however not be construed as an offer of settlement by my client. My client and I are continuing to review the matter and reserve all rights to amend and or supplement the foregoing. In the event that we are able to reach an agreement in principle or are, at least, making progress towards achieving a resolution, I assume that the hearing date could be adjourned so that documents could be prepared and an agreement could be finalized and executed. While this point hasn’t been discussed, if we reach an agreement with your client as well as the landlord for the parking lot, I assume that we could adjourn the hearing for a short while we finalize any necessary documentation.

Further with regard to the “hearing” which you noticed for this Thursday, we do not understand this to be an “evidentiary hearing” or “trial” but rather a “return date” for counsel to appear. I would appreciate your confirmation of the nature of the “hearing” which you set (presumably with court approval) for the 22nd. Thank you. Under the Case Management Order, the first hearing on a matter is not an evidentiary hearing, unless the Court so orders or the parties consent. Given that we don’t expect you to consent, we expect that the hearing will consist of arguments of counsel.

David R. Taxin
Dahan & Nowick LLP
123 Main Street, 9th Floor
White Plains, New York 10601
Main Tel: (914) 461-1650

Direct Line: (914) 461-1643

Fax: (914) 761-2196

email: davidtaxin@dahannowick.com

From: Marcus, Jacqueline [<mailto:jacqueline.marcus@weil.com>]

Sent: Friday, August 16, 2019 1:45 PM

To: David Taxin

Cc: Seales, Jannelle; Hwang, Angeline; saulreiss@verizon.net; paulsilverstein@HuntonAK.com; wgallagher@miiipartners.com; nzatzkin@miiipartners.com; Lewitt, Alex

Subject: RE: Sears | Vernon Lease Assignment

As you know, we have noticed the assignment of the Vernon leases for the hearing that will be held on Thursday, August 22nd. In an effort to resolve your client's objection to the proposed assignment, and to address any concerns about his wherewithal to meet the obligations under the master lease, Mr. Shahery has obtained a commitment from Comerica Bank, a copy of which is attached, to provide a letter of credit in the amount of twelve months' rent under the lease, for the benefit of the landlord. In addition, and also attached, is a letter from Comerica Bank that indicates that Mr. Shahery has liquidity in excess of \$18.4 million, together with a screen shot that reflects the funds in the account.

We trust that the attached communications, together with the answers to your prior questions and the additional documents provided, amply demonstrate that Mr. Shahery is more than capable of meeting his obligations under the lease.

Please let us know if you would like us to begin documenting the proposed letter of credit so that we can be ready by August 22nd. Thanks.



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The information contained in this email message is intended only for use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by email, postmaster@weil.com, and destroy the original message. Thank you.

Email correspondence with Parking Lot Landlord

From: saulreiss@verizon.net
To: [Marcus, Jacqueline](#); ["Duran, Robert"](#); ["Grumer, Carl"](#); henry@hshmanagement.net; ["Gigi"](#)
Cc: [Hwang, Angeline](#); [Seales, Jannelle](#); [Barron, Shira](#); wgallagher@miliipartners.com; nzatzkin@miliipartners.com; [Lewitt, Alex](#)
Subject: RE: In Re Sears Holding
Date: Thursday, August 15, 2019 4:48:12 PM

Dear All,

Please see my additional responses on behalf of Mr. Shahery.

Thank you for the copy of the LSA. However, as discussed on the phone yesterday, we require additional information about Mr. Shahery's financial status. The one page Comerica letter implies that Mr. Shahery has substantial assets on hand at the bank, but he also has substantial liabilities to the bank. We cannot learn anything more about Mr. Shahery's financial condition from the letter alone. Accordingly, please provide personal financial statements showing Mr. Shahery's general financial condition for the past two years. As you know, the rent under the lease is \$700 per month. Rather than provide additional financial information, Mr. Shahery has offered to provide 51st Street Fruitland Avenue LLC (the "Landlord") with a deposit in the amount of one year's rent, or \$8,400. We believe that the proposed deposit should be more than enough to provide comfort to the Landlord.

Also, we note that under the LSA Mr. Shahery is permitted to assign the LSA, in some cases without "seller's" consent. Please advise whether Mr. Shahery intends to assign the LSA at or prior to the closing and, if so, provide the name and address of the proposed assignee(s) and state the relationship of the assignee(s) to Mr. Shahery. Please provide financial statements for any proposed assignee(s) for the past two years. We do not know of any plans by Mr. Shahery to assign the LSA to any other entity. Saul Reiss, Mr. Shahery's attorney, can comment further. **There is no intention to assign the LSA to any other person or entity.**

Thank you also for the certificates of insurance. We note that the certificates evidence the debtor's insurance, not Mr. Shahery's. Please provide a certificate of insurance evidencing Mr. Shahery's compliance with the insurance provision of the parking lot lease. I believe that we have Mr. Shahery's certificate of insurance; we will send it under separate cover.

Please describe Mr. Shahery's intended use of the premises and state whether Mr. Shahery will use or store any Hazardous Substances (as defined in the Parking Lot Lease) on the premises. I defer to Mr. Reiss on this question. **There will be no storage of any Hazardous Materials on the property. It will be used only for purposes permitted in the Parking Lot Lease. Obviously, petroleum products contained in vehicles parked on the lot will remain.**

Finally, please advise whether and when payment was made of the undisputed cure amount (as specified in Exhibit 1 to the proposed order re assumption of the Vernon leases). As I mentioned, 51st Street Fruitland Ave., LLC does not have a record of receipt. We did make arrangements to resend the August rent to the correct address. Please confirm that the Landlord has received it. We are looking into the undisputed cure amount listed on the notice of assumption. We believe that

there may have been an error on the amount because, given that the lease payment is only \$700 per month, we can't imagine how the prepetition defaults could have been \$24,000. Of course, if we determine that the amount is less, the Landlord would have the right to dispute the amount. We hope to have an answer for you in the next day or so.



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2800 28th Street, Suite 328

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Telephone (310) 450-2888

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E-Mail reisslaw@verizon.net

Saul Reiss

saulreiss@verizon.net

Cellular 310-709-2841

From: Marcus, Jacqueline <jacqueline.marcus@weil.com>

Sent: Thursday, August 15, 2019 4:10 AM

To: Duran, Robert <RDuran@manatt.com>; Grumer, Carl <cgrumer@manatt.com>

Cc: Hwang, Angeline <Angeline.Hwang@weil.com>; Seales, Jannelle <jannelle.seales@weil.com>; Barron, Shira <Shira.Barron@weil.com>; wgallagher@miiipartners.com; nzatzkin@miiipartners.com; saulreiss@verizon.net; Lewitt, Alex <Alexander.Lewitt@weil.com>

Subject: RE: In Re Sears Holding

See our responses to your inquiries in red below.



Jacqueline Marcus

Weil, Gotshal & Manges LLP

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From: Duran, Robert <RDuran@manatt.com>

Sent: Wednesday, August 14, 2019 9:14 PM

To: Lewitt, Alex <Alexander.Lewitt@weil.com>; Grumer, Carl <cgrumer@manatt.com>

Cc: Marcus, Jacqueline <jacqueline.marcus@weil.com>; Hwang, Angeline <Angeline.Hwang@weil.com>; Seales, Jannelle <jannelle.seales@weil.com>; Barron, Shira <Shira.Barron@weil.com>; wgallagher@miiipartners.com; nzatzkin@miiipartners.com; saulreiss@verizon.net

Subject: RE: In Re Sears Holding

Jacqueline, Alexander,

Thank you for the copy of the LSA. However, as discussed on the phone yesterday, we require additional information about Mr. Shahery's financial status. The one page Comerica letter implies that Mr. Shahery has substantial assets on hand at the bank, but he also has substantial liabilities to the bank. We cannot learn anything more about Mr. Shahery's financial condition from the letter alone. Accordingly, please provide personal financial statements showing Mr. Shahery's general financial condition for the past two years. As you know, the rent under the lease is \$700 per month. Rather than provide additional financial information, Mr. Shahery has offered to provide 51st Street Fruitland Avenue LLC (the "Landlord") with a deposit in the amount of one year's rent, or \$8,400. We believe that the proposed deposit should be more than enough to provide comfort to the Landlord.

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Thank you also for the certificates of insurance. We note that the certificates evidence the debtor's insurance, not Mr. Shahery's. Please provide a certificate of insurance evidencing Mr. Shahery's compliance with the insurance provision of the parking lot lease. I believe that we have Mr. Shahery's certificate of insurance; we will send it under separate cover.

Please describe Mr. Shahery's intended use of the premises and state whether Mr. Shahery will use or store any Hazardous Substances (as defined in the Parking Lot Lease) on the premises. I defer to Mr. Reiss on this question.

Finally, please advise whether and when payment was made of the undisputed cure amount (as specified in Exhibit 1 to the proposed order re assumption of the Vernon leases). As I mentioned, 51st Street Fruitland Ave., LLC does not have a record of receipt. We did make arrangements to resend the August rent to the correct address. Please confirm that the Landlord has received it. We are looking into the undisputed cure amount listed on the notice of assumption. We believe that there may have been an error on the amount because, given that the lease payment is only \$700 per month, we can't imagine how the prepetition defaults could have been \$24,000. Of course, if we determine that the amount is less, the Landlord would have the right to dispute the amount. We hope to have an answer for you in the next day or so.

Thank you in advance for your attention to this matter.

Regards,

Robert Duran

Partner

Manatt, Phelps & Phillips, LLP

11355 W. Olympic Blvd

Los Angeles, CA 90064

D (310) 312-4274 **F** (310) 914-5894

RDuran@manatt.com

manatt.com

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From: Lewitt, Alex [<mailto:Alexander.Lewitt@weil.com>]

Sent: Wednesday, August 14, 2019 7:55 AM

To: Duran, Robert; Grumer, Carl

Cc: Marcus, Jacqueline; Hwang, Angeline; Seales, Jannelle; Barron, Shira; wgallagher@miiipartners.com; nzatzkin@miiipartners.com; saudreiss@verizon.net

Subject: RE: In Re Sears Holding

Bob, Carl,

Under the Lease Sale Agreement, Mr. Shahery will be responsible for paying taxes owed on the property. The relevant provision dictating such responsibility can be found under Section 6.

Best regards,



Alexander Lewitt*

Associate

Weil, Gotshal & Manges LLP

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New York, NY 10153

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*Not yet admitted to practice

From: Lewitt, Alex

Sent: Tuesday, August 13, 2019 8:28 PM

To: 'RDuran@manatt.com' <RDuran@manatt.com>; 'cgrumer@manatt.com' <cgrumer@manatt.com>

Cc: Marcus, Jacqueline <jacqueline.marcus@weil.com>; Hwang, Angeline <Angeline.Hwang@weil.com>; Seales, Jannelle <jannelle.seales@weil.com>; Barron, Shira <Shira.Barron@weil.com>; wgallagher@miiipartners.com; nzatzkin@miiipartners.com; 'saulreiss@verizon.net' <saulreiss@verizon.net>

Subject: RE: In Re Sears Holding

Bob, Carl,

As discussed, attached please find a copy of the Lease Sale Agreement. Also, we misspoke earlier, an order will have to be entered for the assignment of the Vernon Leases . A copy of the proposed order is attached as **Exhibit 1** to the Vernon Notice of Assignment (attached).

Best regards,



Alexander Lewitt*
Associate

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Alexander.Lewitt@weil.com
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+1 917 703 0763 Mobile
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*Not yet admitted to practice

From: Lewitt, Alex

Sent: Tuesday, August 13, 2019 2:08 PM

To: 'RDuran@manatt.com' <RDuran@manatt.com>

Cc: Marcus, Jacqueline <jacqueline.marcus@weil.com>; Hwang, Angeline <Angeline.Hwang@weil.com>; Seales, Jannelle <jannelle.seales@weil.com>; Barron, Shira <Shira.Barron@weil.com>; wgallagher@miiipartners.com; nzatzkin@miiipartners.com; 'saulreiss@verizon.net' <saulreiss@verizon.net>

Subject: RE: In Re Sears Holding

Bob,

Attached please find a copy of additional adequate assurance information.

Best regards,



Alexander Lewitt*
Associate

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Alexander.Lewitt@weil.com
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+1 917 703 0763 Mobile
+1 212 310 8007 Fax

*Not yet admitted to practice

From: Lewitt, Alex
Sent: Monday, August 12, 2019 5:54 PM
To: 'RDuran@manatt.com' <RDuran@manatt.com>
Cc: Marcus, Jacqueline <jacqueline.marcus@weil.com>; Hwang, Angeline <Angeline.Hwang@weil.com>; Seales, Jannelle <jannelle.seales@weil.com>; Barron, Shira <Shira.Barron@weil.com>; wgallagher@miiipartners.com; nzatzkin@miiipartners.com; 'saulreiss@verizon.net' <saulreiss@verizon.net>
Subject: RE: In Re Sears Holding

Bob,

Attached please find a copy of the adequate assurance information. Please note that by receipt of the adequate assurance information your objection deadline will be August 20, 2019.

Following our phone call today, what times are you available tomorrow to discuss your concerns?

Best regards,



Alexander Lewitt*
Associate

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New York, NY 10153
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+1 917 703 0763 Mobile
+1 212 310 8007 Fax

*Not yet admitted to practice

From: Lewitt, Alex

Sent: Monday, August 12, 2019 1:55 PM

To: 'RDuran@manatt.com' <RDuran@manatt.com>

Cc: Marcus, Jacqueline <jacqueline.marcus@weil.com>; Hwang, Angeline
<Angeline.Hwang@weil.com>; Seales, Jannelle <jannelle.seales@weil.com>; Barron, Shira
<Shira.Barron@weil.com>; wgallagher@miiipartners.com; nzatzkin@miiipartners.com

Subject: RE: In Re Sears Holding

Robert,

We will send over the adequate assurance information shortly. In regards to the rent payment, the Debtors mailed a check for rent to 2700 Fruitland Ave, Vernon, CA 90058 but the check was returned to the Debtors. Could you provide us with the address the Debtors should send the rent payment to?

Best regards,



Alexander Lewitt*
Associate

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767 Fifth Avenue
New York, NY 10153
Alexander.Lewitt@weil.com
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+1 212 310 8007 Fax

*Not yet admitted to practice

From: Duran, Robert <RDuran@manatt.com>

Sent: Thursday, August 8, 2019 4:09 PM

To: Marcus, Jacqueline <jacqueline.marcus@weil.com>

Subject: In Re Sears Holding

Attorney Marcus:

We act for 51st Street Fruitland Ave., LLC, (fka 51st Street Partnership), the landlord under one of the Vernon Leases described in the attached Notice of Assignment of Unexpired Leases of Nonresidential Real Property. We are evaluating whether to file an objection to the proposed assignment. In that connection, please provide us with the adequate assurance information for the buyer referenced in the attached pleading.

It is also my understanding that debtor has not paid the undisputed cure amount specified in the court's April order, which amount does not include rent and prorations payable since then. Please provide any information you have about the debtor's payment of sums payable under the subject

lease.

Thank you in advance for your prompt attention to this request.

Regards,

Robert Duran

Partner

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11355 W. Olympic Blvd

Los Angeles, CA 90064

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RDuran@manatt.com

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Exhibit I

68738 08B& 68738 08D CHECK RECEIPT DETAILS BEGINNING FOR FEB'19 THRU CURRENT
592,536.40

Lease Key	Tenant Name	Check Amount	Doc Nbr /Check#	Check Date	Month Of applied	Lease Key	Check received Date
67300B	HEER SHAHER	156,000.00	1410	1/30/2019	FEB.19:00C:MO00HL	0067300B I 01	2/5/2019
67300D	HEER SHAHER	4,000.00	1400	1/30/2019	FEB.19:00C:MO00HL	0067300D I 01	2/5/2019
67300B	HEER SHAHER	156,000.00	1420	2/27/2019	MARCH.19:00C:MO00HL	0067300B I 01	3/5/2019
67300D	HEER SHAHER	4,000.00	1429	2/27/2019	MARCH.19:00C:MO00HL	0067300D I 01	3/5/2019
67300B	HEER SHAHER	10,536.40	1446	3/27/2019	Not applied yet as the tenant short paid us by adjusting the utility bills	0067300B I 01	4/2/2019
67300D	HEER SHAHER	4,000.00	1444	3/27/2019	APR.19:00C:MO00HL	0067300D I 01	4/1/2019
67300B	HEER SHAHER	156,000.00	1461	4/29/2019	MAY.19:00C:MO00HL	0067300B I 01	5/3/2019
67300D	HEER SHAHER	4,000.00	1460	4/29/2019	MAY.19:00C:MO00HL	0067300D I 01	5/3/2019

Check #	Check date	Check Amt
140	1/30/2019	4,000

HSB MANAGEMENT GROUP, INC.
6825 S. SOTO ST.
LOS ANGELES, CA 90058

1408

DATE January 30, 2019

PAY TO THE ORDER OF Innovel Solutions, Inc. \$ 4,000.00

Four Thousand and No/100 Only DOLLARS

FOR Ref: 233 Acce City of Vernon, Ca

1001408 121137522 1894869302

Check #	Check date	Check Amt
140	1/30/2019	4,000

HSB MANAGEMENT GROUP, INC.
6825 S. SOTO ST.
LOS ANGELES, CA 90058

1410

DATE January 30, 2019

PAY TO THE ORDER OF Sears, Roebuck & Co. a New York Corporation \$ 156,000.00

One Hundred Fifty Six Thousand Only DOLLARS

FOR Ref: Vernon, Ca St 68738

1001410 121137522 1894869302

Check #	Check date	Check Amt
142	2/27/2019	156,000

HSB MANAGEMENT GROUP, INC.
6825 S. SOTO ST.
LOS ANGELES, CA 90058

1428

DATE Feb 27, 2019

PAY TO THE ORDER OF Sears, Roebuck and Company a New York Corp. \$ 156,000/-

One Hundred Fifty Six Thousand Dollars Only DOLLARS

FOR Vernon, Ca St 68738

1001428 121137522 1894869302

Check #	Check date	Check Amt
1429	2/27/2019	4,000

HSB MANAGEMENT GROUP, INC.
6825 S. SOTO ST.
LOS ANGELES, CA 90058

1429

DATE Feb 27, 2019

PAY TO THE ORDER OF Innovel Solutions, Inc. \$ 4,000/-

Four Thousand Dollars Only DOLLARS

FOR 233 Acce City of Vernon, Ca

1001429 121137522 1894869302

Check #	Check date	Check Amt
1446	3/27/2019	108,536.40

HSB MANAGEMENT GROUP, INC.
6825 S. SOTO ST.
LOS ANGELES, CA 90058

1446

DATE March 27, 2019

PAY TO THE ORDER OF Sears, Roebuck & Co. \$ 108,536.40

One Hundred Eight Thousand Five Hundred thirty Six & 4/100 Only DOLLARS

FOR 5335 S. Soto St.

1001446 121137522 1894869302

Check #	Check date	Check Amt
1444	3/27/2019	4,000

HSB MANAGEMENT GROUP, INC.
6025 S. SOTO ST.
LOS ANGELES, CA 90008

1444

DATE March 27, 2019

PAY TO THE ORDER OF Immoel Solutions \$ 4000.00

Four thousand Dollars THE SUM 4000.00 DOLLARS

FOR rent for 5515 S. Soto St.
Ref: Los Angeles City of Vernon

001444 1211375224 1894869302

Check #	Check date	Check Amt
1461	4/29/2019	156,000

HSB MANAGEMENT GROUP, INC.
6025 S. SOTO ST.
LOS ANGELES, CA 90008

1461

DATE April 29, 2019

PAY TO THE ORDER OF Stearns, Roebuck and Co., a New York Corporation \$ 156,000.00

One Hundred Fifty Six & No/100 Only THE SUM 156000.00 DOLLARS

FOR Ref: Vernon, Ca Bk 68938

001461 1211375224 1894869302

Check #	Check date	Check Amt
1460	4/29/2019	4,000

HSB MANAGEMENT GROUP, INC.
6025 S. SOTO ST.
LOS ANGELES, CA 90008

1460

DATE April 29, 2019

PAY TO THE ORDER OF Immoel Solutions Inc. \$ 4,000.00

Four thousand & No/100 Only THE SUM 4000.00 DOLLARS

FOR Portuxy for rent 5515 S. Soto St.
2.25 Acres City of Vernon

001460 1211375224 1894869302



Accounts Receivable Department

April 3, 2019

HENRY SHAHERY
9777 WILSHIRE BLVD SUITE 470
BEVERLY HILLS, CA 90212

Dear Sir/Madam:

Please be advised that the following items are open on your account:

Leases: Lease Key- _HENRY SHAHERY _ Statement of Account 08/15/2018 - 04/30/2019						OPEN AMT Due Sears	426,378.85		
Store#/Lease	Date Posted	OPEN	Applied to:	Description		Amt Billed	PMT / CREDIT	Check #	Amount Due
68738 08B	2/4/2019	CLR	SEC DEP	SEC DEPOSIT		160,000.00		1393	\$ 160,000.00
68738 08B	1/25/2019	CLR	SEC DEP	Payment-SEC DEP	Check #1393		(160,000.00)	1393	\$ -
68738 08B	2/4/2019	CLR	Rent	0068738 08B I 01 AA	2018.08_AUG'18_16Dys_Catchp	80,516.13	(80,516.13)	Construction Escrow	\$ -
68738 08B	2/4/2019	CLR	Rent	0068738 08B I 01 AA	2018.09_SEP'18_INC_MONTHLY	156,000.00	(156,000.00)	Construction Escrow	\$ -
68738 08B	2/4/2019	CLR	Rent	0068738 08B I 01 AA	2018.10_OCT'18_INC_MONTHLY	156,000.00	(156,000.00)	Construction Escrow	\$ -
68738 08B	2/4/2019	CLR	Rent	0068738 08B I 01 AA	2018.11_NOV'18_INC_MONTHLY	156,000.00	(156,000.00)	Construction Escrow	\$ -
68738 08B	2/4/2019	CLR	Rent	0068738 08B I 01 AA	2018.12_DEC'18_INC_MONTHLY	156,000.00	(156,000.00)	Construction Escrow	\$ -
68738 08B	2/4/2019	CLR	Rent	0068738 08B I 01 AA	2019.01_JAN'19_INC_MONTHLY	100,732.70	(100,732.70)	Construction Escrow	\$ -
68738 08B	1/28/2019	CLR	Rent	0068738 08B I 01 AA	FEB'19_INC_MONTHLY	156,000.00		1410	\$ 156,000.00
68738 08B	2/5/2019	CLR	PMT	Payment - FEB 2019	Check #1410		(156,000.00)	1410	\$ -
68738 08B	2/25/2019	CLR	Rent	0068738 08B I 01 AA	MAR'19_INC_MONTHLY	156,000.00		1428	\$ 156,000.00
68738 08B	3/5/2019	CLR	PMT	Payment - MAR 2019	Check #1428		(156,000.00)	1428	\$ -
68738 08B	11/8/2018	OPEN	PMT	Payment -Partial	Check #1357		(43,267.13)	1357	\$ (43,267.13)
68738 08B	2/4/2019	OPEN	Tax Escrow	0068738 08B I 01 TA	2018.08_AUG'18_16Dys_Catchp	15,659.32		1357	\$ (27,607.81)
68738 08B	2/4/2019	OPEN	Tax Escrow	0068738 08B I 01 TA	2018.09_SEP'18_INC_MONTHLY	30,339.92			\$ 2,732.11
68738 08B	2/4/2019	OPEN	Tax Escrow	0068738 08B I 01 TA	2018.10_OCT'18_INC_MONTHLY	30,339.92			\$ 33,072.03
68738 08B	2/4/2019	OPEN	Tax Escrow	0068738 08B I 01 TA	2018.11_NOV'18_INC_MONTHLY	30,339.92			\$ 63,411.95
68738 08B	2/4/2019	OPEN	Tax Escrow	0068738 08B I 01 TA	2018.12_DEC'18_INC_MONTHLY	30,339.92			\$ 93,751.87
68738 08B	2/4/2019	OPEN	Rent(Partial)	0068738 08B I 01 AA	2019.01_JAN'19_INC_MONTHLY	55,267.30			\$ 149,019.17
68738 08B	2/4/2019	OPEN	Tax Escrow	0068738 08B I 01 TA	2019.01_JAN'19_INC_MONTHLY	30,339.92			\$ 179,359.09
68738 08B	1/28/2019	OPEN	Tax Escrow	0068738 08B I 01 TA	2019.02_FEB'19_INC_MONTHLY	30,339.92			\$ 209,699.01
68738 08B	2/25/2019	OPEN	Tax Escrow	0068738 08B I 01 TA	2019.03_MAR'19_INC_MONTHLY	30,339.92			\$ 240,038.93
68738 08B	2/4/2019	OPEN	Rent	0068738 08B I 01 AA	2019.04_APR'19_INC_MONTHLY	156,000.00			\$ 396,038.93
68738 08B	2/25/2019	OPEN	Tax Escrow	0068738 08B I 01 TA	2019.04_APR'19_INC_MONTHLY	30,339.92			\$ 426,378.85
									\$ 426,378.85
									\$ 426,378.85
						Due Sears \$ 426,378.85			

Please remit Total Amt Due Sears as shown above to the following address:

Sears, Roebuck & Co.
12670 Collections Drive
Chicago, IL 60693

Please include the following information on your remittance: Leases: Lease Key- _HENRY SHAHERY _ Statement of Account

Should you have any questions, please contact Rohini Balu at (855) 646-0520 Extn 551-1116 or email lasleasear@searshc.com.



Accounts Receivable Department

April 3, 2019

HENRY SHAHERY
9777 WILSHIRE BLVD SUITE 470
BEVERLY HILLS, CA 90212

Dear Sir/Madam:

Please be advised that the following items are open on your account:

Leases: Lease Key- _HENRY SHAHERY _ Statement of Account 12/21/2017 - 04/30/2019	OPEN AMT Due Sears	23,225.80
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Store#/Lease	Date Posted	OPEN	Applied to:	Description		Amt Billed	PMT / CREDIT	Check #	Amount Due
68738 08D				(No Security Deposit)		0.00			\$ -
									\$ -
68738 08D	2/4/2019	CLR	Billing	0068738 08D I 01 AA	2018.09_SEP'18_INC_MONTHLY	4,000.00		1380	\$ 4,000.00
68738 08D	12/26/2018	CLR	PMT	APPLIED to: SEP 2019	Parking Lot Lease		(4,000.00)	1380	\$ -
68738 08D	2/4/2019	CLR	Billing	0068738 08D I 01 AA	2018.10_OCT'18_INC_MONTHLY	4,000.00		1387	\$ 4,000.00
68738 08D	2/4/2019	CLR	Billing	0068738 08D I 01 AA	2018.11_NOV'18_INC_MONTHLY	4,000.00		1387	\$ 8,000.00
68738 08D	2/4/2019	CLR	Billing	0068738 08D I 01 AA	2018.12_DEC'18_INC_MONTHLY	4,000.00		1387	\$ 12,000.00
68738 08D	1/4/2019	CLR	PMT	APPLIED to: OCT NOV DEC 2018	Parking Lot Lease		(12,000.00)	1387	\$ -
68738 08D	2/4/2019	CLR	Billing	0068738 08D I 01 AA	2019.01_JAN'19_INC_MONTHLY	4,000.00		1394	\$ 4,000.00
68738 08D	1/8/2019	CLR	PMT	APPLIED to: JAN 2019	Parking Lot Lease		(4,000.00)	1394	\$ -
68738 08D	1/28/2019	CLR	Billing	0068738 08D I 01 AA	FEB'19_INC_MONTHLY	4,000.00			\$ 4,000.00
68738 08D	2/5/2019	CLR	PMT	APPLIED to: FEB 2019	Parking Lot Lease		(4,000.00)	1408	\$ -
68738 08D	2/25/2019	CLR	Billing	0068738 08D I 01 AA	MAR'19_INC_MONTHLY	4,000.00			\$ 4,000.00
68738 08D	3/5/2019	CLR	PMT	APPLIED to: MAR 2019	Parking Lot Lease		(4,000.00)	1429	\$ -
68738 08D	11/8/2018	OPEN	PMT		2018.11_Parking Lot Lease - 08/15/2018-11/30/2018		(14,064.52)	1358	\$ (14,064.52)
68738 08D	2/4/2019	OPEN	Billing	0068738 08D I 01 AA	2017.12_DEC'17_10Dys_Catchp	1,290.32			\$ (12,774.20)
68738 08D	2/4/2019	OPEN	Billing	0068738 08D I 01 AA	2018.01_JAN'18_INC_MONTHLY	4,000.00			\$ (8,774.20)
68738 08D	2/4/2019	OPEN	Billing	0068738 08D I 01 AA	2018.02_FEB'18_INC_MONTHLY	4,000.00			\$ (4,774.20)
68738 08D	2/4/2019	OPEN	Billing	0068738 08D I 01 AA	2018.03_MAR'18_INC_MONTHLY	4,000.00			\$ (774.20)
68738 08D	2/4/2019	OPEN	Billing	0068738 08D I 01 AA	2018.04_APR'18_INC_MONTHLY	4,000.00			\$ 3,225.80
68738 08D	2/4/2019	OPEN	Billing	0068738 08D I 01 AA	2018.05_MAY'18_INC_MONTHLY	4,000.00			\$ 7,225.80
68738 08D	2/4/2019	OPEN	Billing	0068738 08D I 01 AA	2018.06_JUN'18_INC_MONTHLY	4,000.00			\$ 11,225.80
68738 08D	2/4/2019	OPEN	Billing	0068738 08D I 01 AA	2018.07_JUL'18_INC_MONTHLY	4,000.00			\$ 15,225.80
68738 08D	2/4/2019	OPEN	Billing	0068738 08D I 01 AA	2018.08_AUG'18_inc_MONTHLY	4,000.00			\$ 19,225.80
68738 08D	4/1/2019	OPEN	Billing	0068738 08D I 01 AA	2019.04_APR'19_inc_MONTHLY	4,000.00			\$ 23,225.80
									\$ 23,225.80
									\$ 23,225.80
									\$ 23,225.80
									\$ 23,225.80
									\$ 23,225.80
									\$ 23,225.80
									\$ 23,225.80

Due Sears	\$ 23,225.80
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Please remit Total Amt Due Sears as shown above to the following address:

Sears, Roebuck & Co.
12670 Collections Drive
Chicago, IL 60693

Please include the following information on your remittance:	Leases: Lease Key- _HENRY SHAHERY _ Statement of Account
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Should you have any questions, please contact Rohini Balu at (855) 646-0520 Extn 551-1116 or email lasleasear@searshc.com.

Rent and Opex Schedule Per Lease		
Month	Lease Rent	Op Ex Escrow
Jan-1		
Feb-1		
Mar-1		
Apr-1		
May-1		
Jun-1		
Jul-1		
Aug-1	0,516.30	15,659.32
Sep-1	156,000.00	30,339.92
Oct-1	156,000.00	30,339.92
Nov-1	156,000.00	30,339.92
Dec-1	156,000.00	30,339.92
Jan-19	156,000.00	30,339.92
Feb-19	156,000.00	30,339.92
TOTAL	\$ 1,016,516.30	\$ 197,698.84

Tenant Escrow Deposits	
Tenant Escrow Money Deposited	Comments
1,200,000.00	Tenant escrow for construction work not subject to rent offset
505,249.00	Tenant escrow deposit for change order to original scope (subject to rent offset)
1,631,699.00	Payment made from escrow to JS Construction
300,000.00	Escrow Deposit for inclosure work
\$ 373,550.00	Current Escrow Balance

JS Construction Work		
Month	Amount Billed	Comments
Jan-1	1,200,000.00	(original work, not subject to rent offset)
Feb-1		
Mar-1		
Apr-1		
May-1		
Jun-1		
Jul-1		
Aug-1	505,249.00	(change order, subject to rent offset)
Sep-1		
Oct-1	1,631,699.00	(disbursement)
Nov-1	300,000.00	(inclosure work, subject to rent offset)
Dec-1		
Jan-19		
Feb-19		
TOTAL	\$ 373,550.00	

Rent Offset		
Month	Rent Offset	Comments
STARTING BALANCE	\$ 805,249.00	(starting balance is change order and inclosure work)
Aug-1	\$ (80,516.30)	
Sep-1	\$ (156,000.00)	
Oct-1	\$ (156,000.00)	
Nov-1	\$ (156,000.00)	
Dec-1	\$ (156,000.00)	
Jan-19	\$ -	
Feb-19	\$ -	
TOTAL	\$ 100,732.70	*Total to be deducted from January 2019 rent

January Rent Owed	
January 2019 Rent	\$ 156,000.00
Minus Rent Offset	\$ (100,732.70)
Total Due	\$ 55,267.30

Tenant did not pay rent for the month of January 2019. Our analysis shows that tenant was entitled to receive a \$100,732.70 January rent credit, making their total due \$55,267.30 as shown in the January Rent Owed Box. Full rent has been received for February 2019.